The Solicitors' Journal.

LONDON, NOVEMBER 17, 1883.

CURRENT TOPICS.

AN ORDER OF TRANSFER of thirty causes from the list of Mr Justice KAY, and fifty causes from the list of Mr. Justice PEARSON to Mr. Justice NORTH, for the purpose of trial or hearing only, has been signed, and will be issued in the course of a day or two. The order takes effect at once.

THE DRAFT, as now printed, of the "Supreme Court Funds Consolidated Rules, 1883," divides the subject-matter into four parts. Part I. deals with lodgment in court, and payment and transfer out of court in causes and matters in the Chancery Division only; Part II. deals with lodgment in court and payment out of court in causes and matters in the Queen's Bench Division only; Part III. deals with lodgment in court and payment out of court in causes and matters in the Probate, Divorce, and Admiralty Division only; and Part IV. deals with matters relating to funds in court generally, without reference to any Division, such as sale and transfer of securities, investment and deposit of money, conversion of securities into cash and cash into securities, evidence for the purpose of acting on an order, conversion of stock and allotments of new stock, and identification of persons entitled to receive money in court. This division of the rules is rendered necessary by the difference in the practice of the several Divisions. As regards the Chancery Division, there is no material variation from the original draft, the principal points of which were mentioned in these columns in August last. In the other two Divisions the process of paying into and out of court is simplified, so as to be capable of being effected almost as quickly as a similar transaction between persons not trammelled by the rules and regulations incident to an action. The absence of any rules relating to bankruptcy funds appears to indicate that the present rules are intended to come into operation before the commencement of the Bankruptcy Act. As the draft now stands, it presents, with reference to the Chancery Division, the important feature, to which we referred in discussing the previous draft, requiring Lodgment or Payment Schedules to be attached to every order dealing with funds in court, and empowering the Paymaster to act on such schedules, which, for the purposes of his office, are to be so framed as to be independent of the other parts of the order, and are to be prepared, in the first instance, by the solicitor having the carriage of the order. The necessity for this change from the present practice will not be obvious to solicitors practising in the Chancery Division, and it becomes important for them to consider whether it will be a change for the better.

THE IMPORTANT JUDGMENT of Mr. Justice KAY in the *East Kent Railway Case*, in which he held that ord. 55, r. 2, sub-section 7, providing for applications for investment under the Lands Clauses Act being made in chambers, is not *ultrà vires*, discloses a fourth ground (in addition to the three suggested by us last week) upon which the impugned rule may be supported. The Act 18 & 19 Vict. c. 134 (to which we drew attention last week), under which a similar rule might have been, but was not, made before the Judicature Acts, provides that such rule may be made by the Lord Chancellor, with the advice and assistance of the Master of the Rolls, and the three Vice-Chancellors, or any two of them, making a *quorum* of four chancery judges. By section 76 of the Judicature Act of 1873 it is provided that where, by any Act of Parliament, "the concurrence, advice, or consent of the judge or judges of any one or more of the courts whose jurisdiction" was, by that Act, transferred to the High Court, "is made necessary to the exercise of any power or authority capable of being exercised" after the commencement of that Act, "such power or authority may be exercised by and with the concurrence, advice, or consent of the same or the like number of judges of the High Court;" and Mr. Justice KAY "has not the least hesitation in holding" that the Lord Chancellor and the Master of the Rolls and any two judges of the High Court, whether attached to the Chancery Division or not, may, by virtue of section 76 of the Act of 1873, makes rules under 18 & 19 Vict. c. 134. So far there can be no doubt of the correctness of the decision. But we cannot help fearing that the point may still be taken that a statutory direction that rules on a particular subject are to be made by a particular body of judges is not satisfied by the issue of rules by a larger body, of which that particular body forms part. The larger body, which has, in fact, made the rules, is composed of twice as many judges as those who formed the original particular body. It would, we think, have been more satisfactory if all doubts of this kind had been removed by the express repeal of 18 & 19 Vict. c. 134, s. 16, and an express statutory merger of the powers conferred by it in the powers of the Rule Committee under the Judicature Acts. As it is, we are confronted with the unfortunate fact that a very large number of old enactments as to procedure are repealed by the Procedure Acts Revision Act of the late session, but that 18 & 19 Vict. c. 134 is left standing. Was this by an oversight or on purpose? "The enactments relating to the making of rules of court contained in the Supreme Court of Judicature Act, 1875, and the Acts amending it," it is said in section 6 of the Revision Act, "shall be deemed to apply to the matters contained in and regulated by the enactments repealed by this Act." It is certainly open to argument that in the case of enactments *not* repealed by the Revision Act, the intention of the Legislature was that the rule-making power was to be exercised by no greater number of judges than before.

WE PRINTED last week a letter impeaching the soundness of the judgment delivered by Lord BLACKBURN in the case of *Smitherman* v. *South-Eastern Railway Company*, because we have always held that the columns of a legal journal should be open to the free expression of opinion on legal matters by members of the profession, but it must not be supposed that we agree with our correspondent. It is, no doubt, to be regretted that no explicit mention should have been made of the section of the Common Law Procedure Act, 1854, upon which our correspondent relied, and that the section, therefore, should have received no discussion; but it appears to us that Lord BLACKBURN's remarks, as quoted by our correspondent, are very well adapted to meet by anticipation our correspondent's criticisms; and we see no reason to suppose that, if Lord BLACKBURN had been favoured with a statement of them, they would have obliged him to alter his opinion. "If," he said, "by consent of the parties anything was reserved for the court, that was to be determined by the court; but whether it was reserved or not, that could not prevent the court from considering how the verdict on other points was obtained, and whether it was satisfactory or not." One has only to read "stated" for "reserved" in this passage, in order to adapt the argument precisely to the section of the Act. It follows that this section must, in future, be read subject to the following comment; which, or something to the same effect, will, doubtless, soon be added to the books of practice:—"Such statement only represents the agreement between the parties, and does not preclude the court from examining any other ground which they may think proper to be examined." As a matter of public policy, it is, perhaps, little to be commended that a court of appeal should give judgment, especially against the respondent, without having heard what the latter's counsel might have to say against the ground on which the judgment was based. But this is not the present question. The question at present is, whether an Act of Parliament which merely says that something shall be stated, thereby precludes the court from entering upon whatever is

not stated. We confess that this canon of interpretation does not commend itself to our judgment.

We have more than once remarked that the benefits conferred by the new system of judicature are, to some extent, neutralized by their effect in unsettling the minds of the judges, who seem often to be in far greater danger than ever of forgetting that their function is to administer the law, not to make it. Some remarks are attributed to Mr. Justice Grove in the daily newspapers which, if they are correctly reported, imply that, in his lordship's opinion, the judges are now free to give effect to any benevolent object. The circumstances of the case (*Johnston* v. *Colquhoun*) were certainly such as might excuse some indignant reluctance in the court to assist the plaintiff. The latter had, some time ago, signed judgment in an action for the sum of £306, pursuant to the terms of a compromise under which the judgment was not to be enforced if the defendant paid £50 by a certain day. The defendant was only one day late with his payment, and it seems that the plaintiff had been out of town and not in a position to accept the payment if it had been punctually tendered. Nevertheless, he sued out execution for the whole amount of his judgment. Mr. Justice Pearson, before whom the case came in chambers, seems to have thought that the plaintiff was legally entitled to his pound of flesh, and must have it if he insisted upon having it. But, on appeal to the Queen's Bench Division, represented by Grove and Mathew, JJ., the original judgment was set aside and the plaintiff was ordered to be content with his £50. No doubt this represents "substantial justice"; and we should, perhaps, have nothing to say against it if Mr. Justice Grove were not reported to have said some things which we should sincerely rejoice to hear that he never said. "The courts," he is reported to have observed, "had power, *whenever they thought that a proceeding was inequitable* or for *any other similar reason* such as ought not to stand, to set the proceeding aside; and such grounds certainly existed" in the present case. These remarks seem to us to be in excess of what was required for the decision of the case, and to come unpleasantly near to the doctrine that the judges now have jurisdiction to do whatever they like.

The Act passed last session to amend the Merchant Shipping Acts, 1854 to 1880, with respect to fishing-vessels, &c., has been received by a considerable portion of the persons whom it interests in a very singular manner. It has been stated that numerous petitions have been signed, requesting her Majesty to suspend the operation of the statute on the ground that it was passed in too great a hurry, and before the persons affected by it had had time, through their representatives in the House of Commons, to object to its provisions. The Act certainly shows signs of haste; for instance, there is a very curious slip in the schedule of "Enactments Repealed." At the foot of this we read the note, "This schedule must be amended if the substituted enactments are not carried"—a note which was obviously (by an error similar to that which occurred in Part I., Schedule I., of the Conveyancing Act, 1881) transferred from the Bill. We have compared the repealed enactments with what appear to be the substituted enactments. Upon the whole, we think that the repealed sections of the Merchant Shipping Acts (the principal of which are sections 141—4, 163, 164, 166, 167, 171—4, 243 and 269 of the Merchant Shipping Act, 1854) are so far represented by corresponding sections of the new Act (sections 13 and 22—9) that the note may be "rejected as insensible." A feature of more general interest in the Act is, that by section 48 the sanitary authority under the Public Health Act, "within whose district any seaport town is situate," may, with the sanction of the President of the Board of Trade, "make bye-laws relating to seamen's lodging-houses in such town, which shall be binding upon all persons and bodies keeping houses in which seamen are lodged." We can find no provision in the Act adapted to prevent any clashing with sections 76 and 90 of the Public Health Act, 1875, by which local authorities may make bye-laws, &c., for the regulation of common lodging-houses. Surely seamen's lodging-houses would come within this term?

The old rule in chancery as to the production of an office copy of affidavit of service before the rising of the court was modified in consequence of the rule under the Judicature Acts (ord. 36, r. 3g, of the old rules) which seemed to recognize the common law practice of using *original affidavits*, regardless of whether they were filed or not. After the coming into operation of the Judicature Rules a practice arose (probably initiated by the late Master of the Rolls) of handing in to the registrar, before the rising of the court, the original affidavit of service on which the order was pronounced, with the filing stamp upon it. This affidavit the registrar caused to be subsequently filed as of the same day. At the same time a practice also prevailed, when orders were taken in the absence of the defendant, of not handing in the affidavit in court, but, when the order came to be drawn up, asking the registrar to read an affidavit of service filed at a later date than the application in court. Some of the registrars would draw up the order, reading the affidavit but mentioning no date of filing. The Court of Appeal have intimated that they will consider and lay down a rule of practice regulating this matter.

UNSTAMPED TITLE DEEDS.

We do not know what may be the precise percentage of deeds and documents which ever come to be actually used in civil proceedings in court, but the percentage must be a small one, and it is plain that in many cases it may be much better worth while (from a mere pecuniary point of view) to take the chance of paying the penalty, in case the document should ever be required as evidence in court, than to incur the certain expense of the stamp in the first instance. After the decision of Mr. Justice Pearson in *In re Birkbeck Freehold Land Society* (31 W. R. 716, L. R. 24 Ch. D. 119), it will be impossible to contend that there is any impropriety in acting upon this calculation of the chances.

The material facts in that case are as follows:—In 1871 certain plots of land situate within the limits of Epping Forest were conveyed in fee simple to the trustees of the Birkbeck Freehold Land Society. After these plots had, under the rules of the society, been allotted to members, the Epping Forest Act, 1878, enacted that these plots of land, among other lands therein specified, should be thrown open to the public, and the question of the purchase-money to be paid for them was referred to an arbitrator. The society re-purchased the allotments from its members, and the several conveyances to the society were not stamped, in order to save what would otherwise have been a serious expense. Out of these conveyances, or re-conveyances, to the society the question arose. The arbitrator made his award, directing that, on payment of £397 by the conservators of the forest to the society, the society should execute a conveyance of the lands to the conservators at their expense. The conservators examined the title, and raised only the objection that the deeds above mentioned were unstamped, and required the society, before conveying, to remedy the defect, which would, under the circumstances, have involved the payment of a large amount in the shape of penalties. The society offered to procure the concurrence of the allottees who had executed the unstamped deeds in the conveyance to the conservators, but the latter refused to accept this proposal, and, having paid the purchase-money into court, vested the lands in fee simple in themselves by means of a deed poll executed under the provisions of section 75 of the Lands Clauses Act. The society presented a petition asking for payment out of court of the fund, and that the conservators might be ordered to pay the costs both of the conveyance and of the petition.

Mr. Justice Pearson held that "the objection [raised by the conservators] was absolutely untenable"; and he ordered them to pay the costs of the petition. We have, of course, no wish to say anything against this decision, but we wish to draw attention to the expression of opinion by which it was accompanied. "The trustees [of the Birkbeck Society]," said the learned judge, "had got the re-conveyances from the allotees, and the trustees were entitled, if they pleased, to rest upon those re-conveyances without having them stamped, subject, of course, to this, that if at any time they wanted to produce those deeds as evidence of their title, they would be unable to do so without then paying the penalty." It is impossible to say that anybody has done anything

worthy of blame who has done only what he was entitled to do; and therefore no scruple of propriety need hinder anybody from accepting an unstamped conveyance, or other deed, if he thinks that so doing will in any way tend to his own interest. There can be no doubt that, if the opinion should come to be generally entertained, that on the whole it "pays better" in the long run to risk the penalty rather than to pay down the amount of the stamp duty, the authorities at Somerset House will find a considerable falling off in their branch of the revenue.

We have said that we do not desire to impugn the decision of the learned judge. But we cannot help suspecting that the reasons alleged for the decision are not altogether impervious to criticism. It was granted or assumed on all hands, that if the conservators had rightly paid the money into court, by reason of a failure on the part of the Birkbeck Society to make such a title as the conservators had a right to require, then the latter ought not to pay the costs of the present petition. By way of showing that the conservators were in the wrong, the learned judge seems to have relied upon two arguments—(1) that they had no right to require the unstamped deeds to be stamped, for that the concurrence of the allottees would have made a perfect title without any assistance from the unstamped deeds, which latter, being (when such concurrence had been obtained) merely superfluous, could not be regarded as an essential part of the title; (2) in the words of the learned judge, "if there was any difficulty with regard to the stamping, the conservators had always the power to do that which, in fact, they had done, viz., to vest the legal estate in themselves by a deed poll."

We are willing, for the purpose of the argument, to grant, what is indeed not quite clear, that after the concurrence of the allottees there could be no further use, as a part of the title, for the unstamped prior conveyances. This point is not quite clear, because such conveyances might, by possibility, be the only protection against incumbrances effected by the allottees during the interval between the execution of the unstamped conveyances and the execution of the conveyance (in which the allottees are supposed to concur) to the conservators. We confess that this circumstance seems to us to place the unstamped conveyances upon much the same footing as the unstamped mortgage in *Whiting to Loomes* (L. R. 14 Ch. D. 822, *Ibid.* 17 Ch. D. 10), which case the learned judge was at great pains to distinguish from the present one. But, waiving this point, let us remark what follows from this decision. It follows that whenever a vendor has on his title an unstamped conveyance, he may elude the objection of a purchaser by offering to procure the concurrence in the conveyance to the purchaser of the person who executed the prior unstamped conveyance. We must venture humbly to express some doubt as to the soundness of this proposition.

With regard to the second argument, we think that it perhaps lies open to more than one objection; but we should be content to rely upon the refutation which it met with at the hands of the learned judge himself, when it was produced *arguendo* by the counsel for the Birkbeck Society—"You would have," he said, "to release your rights in the mines and the timber; and that would require a conveyance." According to the report of the case, the counsel for the Birkbeck Society made no attempt to dispute this reasoning, and no mention is made of any refutation or retractation of it by the learned judge himself. There are no traces of its influence in the judgment; but we are not able to say what were the precise causes of its disappearance.

The list of civil causes set down for trial at the Liverpool Assizes, which commenced on Tuesday, is unusually light, there being only twenty-four actions entered, and twelve of these are to be heard before special juries, who had been summoned for Wednesday. In the course of Tuesday, however, all the common jury causes, with one exception, were disposed of, and the one remaining was part heard when the court rose. Mr. Justice Hawkins asked if anyone could suggest what was to be done. Mr. Addison, Q.C., thought that some of the special jury causes might be taken by agreement by the common jury yesterday. Mr. Mulholland said that would take the Liverpool solicitors by surprise, as it was arranged that special juries would not be taken before Thursday. His lordship said they should not be surprised at anything. They made a great fuss about having continuous sitting judges in Liverpool, and yet when the judges came down they had to sit idle. Ultimately it was arranged that his lordship, after disposing of the part-heard case on Tuesday, would take two cases without a jury, and, if possible, some of the special jury cases.

THE "TWO-THIRDS RULE."

The current of judicial decision has, of late, set rather strongly in favour of reducing the liabilities of trustees. This is, no doubt, mainly due to the common-sense view so often expressed by the late Master of the Rolls, that the result of fixing a trustee with responsibilities such as the older judges sought to lay on him would be to prevent substantial persons from accepting the office of trustee. That lamented judge said in *In re Speight* (31 W. R., at p. 402), "It seems to me that on general principles a trustee ought to conduct the business of the trust in the same manner that an ordinarily prudent man of business would conduct his own, and that beyond that there is no liability or obligation on the trustee. In other words, a trustee is not bound, because he is a trustee, to conduct his business in other than the ordinary and usual way in which similar business is conducted by mankind in transactions of their own. It never could be reasonable to make a trustee adopt further and better precautions than an ordinary prudent man of business would adopt, or to conduct the business in any other way. If it were otherwise, no one would be a trustee at all. He is not paid for it. He says, 'I take all reasonable precautions, and all the precautions which are deemed reasonable by prudent men of business, and beyond that I am not required to go.' It is obvious that, if this is to be taken as the principle for the future, many of the rules which grew up during the time in which the Court of Chancery persisted in regarding the trustee as an insurer of the property of his *cestui que trust* will have to be greatly modified. We do not propose, however, to consider to-day the extent to which this will have to be done, but to draw attention to a remarkable instance of a rule which probably owed its origin to a suggestion based on the very principle laid down by the late Master of the Rolls, and yet has been subsequently supposed to be a hard and fast rule.

The real author of the so-called two-thirds rule, under which a trustee can only advance to two-thirds the value of land, was Lord Romilly; but it is easy to see that it was originally based on a misapprehension of a remark made by Lord Cottenham. The latter learned judge, when Master of the Rolls, had to consider, in *Stickney* v. *Sewell* (1 My. & Cr. 13), the case of an executor who lent part of the testator's estate on a security which proved insufficient. He said: "To advance two-thirds is admitted to be *within the rule of ordinary prudence;* but that is with reference to property of a permanent value, as freehold land. The same rule does not apply to property in houses, which fluctuates in value, and is always deteriorating." That is to say, Lord Cottenham thought that an ordinarily prudent man would at all events advance up to two-thirds of the value of land. He did not say it would be imprudent to advance any more. Lord Romilly, in *Norris* v. *Wright* (14 Beav., at p. 307), however, laid it down that "the ordinary rule in strictness is, that upon freehold security you must not advance more than two-thirds of the value." He afterwards seems to have discovered that there was no foundation of authority for this rule; for in *Macleod* v. *Annesley* (16 Beav., at p. 605), he said:—"I do not know that it has ever been distinctly laid down by authority, but it has been the general understanding of the profession, and the general practice of the court in these cases, to consider that a trustee is not justified in advancing money on agricultural freeholds to the extent of more than two-thirds of the value; . . . and if a trustee were to lend trust-money to a greater extent he would hardly be considered to have exercised a wise or safe discretion." In *Ingle* v. *Partridge* (34 Beav. at p. 414), he added the further rule that "a trustee cannot with propriety lend trust-money upon mortgage upon a valuation made by or on behalf of the mortgagor. If he does, and the valuer has *bonâ fide* valued the property at double its value, the trustee must take the consequences; he ought to have employed a valuer on his own behalf to see to it."

In the recent case of *In re Godfrey. Godfrey* v. *Faulkner* (32 W. R. 23), these rules have been decided to be not hard and fast rules binding on the court. The facts of the case were shortly that trustees advanced trust-money on a mortgage of freehold lands with which they were well acquainted; they had no independent valuation made, and relied on the valuation made on the sale of the property a short time previously, one of the trustees being a solicitor and one of the vendors of the property. The amount advanced exceeded two-thirds of the estimated value of

the property. Owing to the agricultural depression, the mortgagor became insolvent, and the property, having depreciated in value, became an insufficient security. The *cestui que trust* brought an action against one of the trustees and the executors of the other trustee for a declaration that they were liable to make good to the plaintiff the amount lent on the mortgage. Vice-Chancellor Bacon dismissed the action. He said:—"It is the duty of a trustee, in administering the trusts of a will, to deal with trust property exactly as any prudent man would deal with his own property. But the words in which the rule is expressed must not be strained beyond their meaning. Prudent business men in their dealings incur risk. So that, not intending, so far as I am concerned, to relax the strict meaning of the rule I have referred to, I consider *that that rule is the only one I have to attend to in this case.*" This seems to be a throwing overboard of the so-called two-thirds rule, and the rule as to independent valuations; and the learned judge subsequently remarked:—"It is said that the amount advanced was more than two-thirds of the estimated value of the security; and then, it is said, the 'two-thirds' rule has been departed from. But the two-thirds rule has never been applied with mathematical exactness when the amount has been exceeded by such a proportion as £300 or £500 bears to the sum advanced in this case. The test has always been, Is this what a prudent man of the world would have done with his money?"

This appears to us, if we may humbly say so, to be sound common-sense; and it is especially gratifying to find these opinions proceeding from the very Vice-Chancellor who, in *Speight* v. *Gaunt*, was referred to by the late Master of the Rolls in the following terms:—"My view has always been this, that where you have an honest trustee, fairly anxious to perform his duty, and to do as he thinks best for the estate, you are not to strain the law against him—to make him liable for doing that which he has done, and which he believes is right, in the execution of his duty—unless you have a plain case made against him. In other words, you are not to exercise your ingenuity, *which it appears to me the Vice-Chancellor has done, for the purpose of finding reasons for fixing a trustee with liability;* but you are rather to avoid all such hypercriticism of documents and acts, and to give the trustee the benefit of any doubt, or any ambiguity, which may appear in the document, so as to relieve him from the liability which it is sought to fix him with."

The *Scottish Journal of Jurisprudence* announces that Sheriff Barclay has found it necessary, in view of his advanced age, to send in his resignation.

Mr. Justice Pearson, upon taking his seat on Tuesday morning for the first time after his return from circuit, said he was glad to hear from Mr. Justice North that there were now practically no arrears of interlocutory business in that branch of the court.

There has been some correspondence in the daily papers with reference to a supposed remark by a judge that no solicitor should make more than £500 per annum profit. A correspondent of the *Times* says, "This is not reported of any living judge, but of a judge who died some years ago." He adds that "a solicitor has to work twelve months in the year, and very seldom makes more than £1,500 a year absolute profit. That is the reason the salaries of the chief clerks and taxing masters, who must have been ten years in practice as solicitors, are fixed at £1,500 a year. Yet before a solicitor makes £1,500 he has to spend something like £3,000. There are some solicitors who make as much as the Queen's Counsel, but they are few and far between, and they have to employ a large staff of clerks and enormous capital. In fact, they are speculators and capitalists, as well as solicitors. They can command large round fees, not only because of their ability and soundness of advice, but also because of the powerful element they are often the means of combining in public undertakings. The idea of attempting to circumscribe the profits of such men is about as chimerical as the wonderful effects attributed to the philosopher's stone." "H. E. G." says, "When I was in London in 1856-7, for the usual year with the agents before admission as a solicitor, I remember going to see Sir Richard Bethell (he had already received a fee of 500 guineas on 'brief with papers'). An interlocutory motion had now to be made to the court, for which an extra fee of 50 guineas was marked. It was amusing to see the astonishment of Sir Richard's clerk, raising his eyes and shrugging his shoulders. 'Sir Richard does not go into court for a less fee than 100 guineas.' The fee was altered to 25 guineas and given to the junior counsel, who was delighted to get it. Etiquette, it appeared, required us to go to the leader first, but the junior did equally well. Within a week I read in the *Times* that Sir Richard Bethell (from his place in Parliament) thought a solicitor's remuneration should not exceed £300 a year. I do not know if he had this particular solicitor in his eye, but I do know I was much impressed."

REVIEWS.

STATUTES.

ON THE INTERPRETATION OF STATUTES. By SIR PETER BENSON MAXWELL. SECOND EDITION. Maxwell & Son.

The first edition of this book was so well done that it has come to be considered as an authority upon its subject, and the present edition is a great improvement upon it. Not only have all cases of importance which have been decided since the appearance of the first edition, many years ago, been embodied, but we have noticed at least two instances (in connection with the questions whether a statute is directory or imperative, and whether disobedience to a statute is a common law misdemeanor) in which the author has applied new authorities upon the old ground. On the other hand, we have noticed two small omissions. No mention is made of *Sutton* v. *Sutton* (L. R. 22 Ch. D. 513), in which the Master of the Rolls withdrew his opinion in *Re Venour's Settlement* (L. R. 2 Ch. D. 522), to the effect that marginal notes are part of a statute; and in dealing with "headings" we think that a distinction ought to have been drawn between those which are grammatically connected with the sections and those which are not. The index is not only very long, but, what is of more consequence, very good. In the later references we observe with some regret that the *Law Reports* only are referred to. On the whole, however, we have no hesitation in saying that we have in this second edition of "Maxwell on Statutes" a good book, well edited.

PUBLIC HEALTH.

THE LAWS CONCERNING PUBLIC HEALTH. By WILLIAM ROBERT SMITH, M.D., assisted by HENRY SMITH, M.B. Sampson Low, Marston, Searle, & Rivington.

"It was my original intention," says Dr. Smith in his preface, "not only to publish these various sanitary Acts of Parliament, but also, from the standpoint of a medical man, to enter more or less exhaustively into an exposition of them, and, at the same time, to endeavour to point out some of the respects in which they were generally found to be insufficient. I regret very much that, owing to the bulk of the work, I have to forego, until another occasion, my intention in this respect." We share Dr. Smith's regret, as comments from a medical point of view would have been exceedingly interesting, and would have added very greatly to the value of the book before us. As it is, all we have is a compilation (1) of the sanitary Acts; and (2) of the Privy Council and Local Board circulars, and the "model bye-laws." We do not like to say that there are no notes, as we have not turned over every page, but we have only been able to find *one*. Not only has Dr. Smith done nothing for us in the way of annotation, but he has printed the statutes without their marginal notes. The so-called index is merely a table of contents of certain Acts and circulars of recent date. Except, therefore, as a collection of circulars and model bye-laws, the book appears to us to possess little value.

THE NEW RULES.

THE SUPREME COURT OF JUDICATURE ACTS AND THE APPELLATE JURISDICTION ACT, 1876, WITH RULES OF COURT AND FORMS ISSUED IN JULY, 1883, ANNOTATED SO AS TO FORM A MANUAL OF PRACTICE, &c. SECOND EDITION. By R. W. ANDREWS and ARBUTHNOT B. STONEY, Barristers-at-Law. Reeves & Turner.

The new edition of this work has many merits. In the first place, both as regards size and type, it is one of the most handy and easy to consult of all the editions of the new rules, and, in the next place, the editors' notes are exceptionally intelligent, careful, and useful. There are also some special features which deserve notice. Each order is headed with a note explaining the nature of the principal changes effected by it. There is a table of the old rules with their present equivalents, and in the index to the cases cited references are given to all the series of reports. We think that the book will be found of great value to practitioners.

PROBATE.

THE COMMON FORM PRACTICE OF THE HIGH COURT OF JUSTICE IN GRANTING PROBATES AND ADMINISTRATIONS. By HENRY CHARLES COOTE, late Proctor in Doctors' Commons. NINTH EDITION. Butterworths

The new edition of this standard work appears to be satisfactorily brought down to date as regards references to cases and statutes. It is too well known to need any detailed description, and, as its career sufficiently shows, is indispensable to solicitors.

CORRESPONDENCE.

To Correspondents.—Subscriber, Essex.—Next week.

COSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—At the present moment, when there is so much discussion upon ord. 65, r. 12, it may not be out of place if I venture to give my reading of the rule.

The words are, "The plaintiff shall be entitled to no more costs than he would have been entitled to had he brought his action in a county court." But it is not stated whether the costs are to be allowed upon the county court scale or not. Now, if the plaintiff, upon obtaining a judgment in the county court, after notice of defence is given, is entitled to solicitor's costs amounting to, say, £5—and very often they amount to more—I submit that the solicitor's costs to be allowed upon a judgment obtained in the High Court, under ord. 14, r. 1, should not exceed such sum and should be allowed upon the scale in use in the county courts, *plus* the actual payments out of pocket, and these together should not exceed the costs which would have been allowed had the action been brought in a county court.

I think there is an analogy between the proceedings under ord. 14, r. 1, and the hearing of a default summons. If this be correct, the costs to be allowed under the last-mentioned rule should be properly taxed, and they would then amount to nearly £7 instead of £3 3s., as fixed by Mr. Justice Field. It should also not be forgotten that in the county court there is no allowance to a solicitor upon issuing execution, whilst, in the High Court, the costs, including the 5s. paid, are £1 10s.

Robert Willis.

12, St. Martin's-court, Leicester-square, W.C., Nov. 14.

THE NEW PRACTICE.

NEW TRIAL IN COUNTY COURT CASE.

The question as to the proper mode of applying to the Divisional Court for a new trial in a county court case arose on the 9th inst. in the case of *Harris* v. *Rose and Galpin*. The judgment in the county court was given for the plaintiff, and the defendants' counsel moved *ex parte* for a rule *nisi* for a new trial, in accordance with section 6 of the County Courts Act, 1875. The court, however (Lord Coleridge, C.J., Grove and A. L. Smith, JJ.), intimated that by virtue of ord. 39, r. 3, and ord. 52, rr. 2, 3, of the Rules of the Supreme Court, 1883, a rule *nisi* in such a case was abolished, and that the proper course was to apply by notice of motion within the eight days. Lord Coleridge is reported to have said that the question had been very carefully discussed and considered by the judges whether in every case both parties should at once be brought before the court on any motion, and that, therefore, no motion should be heard without previous notice to the other side, with the disadvantage of having now and then a party brought unnecessarily before the court, or whether it was better to let one party come, and on any statements he made obtain a rule certain to be discharged. On a balance of advantages and disadvantages the judges had come to the conclusion that the former case was preferable, and it appeared to him and his brethren that if the county court cases were not within the second rule as not being actions (that rule appearing to apply to actions in the High Court), then they came within the other rule, the third, which required previous notice to the opposite party before moving.

INTERROGATORIES.

It will be seen that in a case of *Hall* v. *Liardet* Mr. Justice Field has held that upon an application for leave to interrogate, the judge will not decide as to the relevancy of particular interrogatories. All he has to see is "that the case is a fit one for interrogating the defendant; that the general character of the proposed interrogatories is not improper, and that it is not sought to administer them for the mere purpose of annoyance and wrong."

Practice — Motion for Judgment in Default of Pleading to Counter-claim—R. S. C., 1883, ord. 23, r. 4; ord. 27, rr. 12, 13.—In a case of *Street* v. *Crump*, before North, J., on the 10th inst., the question arose whether the new rules applied to a motion for judgment in default of pleading, the default having been made before, but the notice of motion having been served after, the new rules came into operation. There was also the question whether the plaintiff in a counter-claim against the original plaintiff and a co-defendant to the original action could move for judgment against the co-defendant on his default in pleading to the counter-claim. The action was brought for foreclosure by S. against C. and E. The plaintiff alleged that he was equitable mortgagee by deposit made with him by C. of the title deeds of certain property, accompanied by a memorandum of deposit, the deeds having been previously deposited by way of mortgage by E. with C., together with a memorandum dated the 10th of July, 1877, signed by E. The writ was issued on the 16th of October, 1882. On the 11th of December, 1882, the defendant E. delivered a statement of defence and counter-claim, by which she alleged that nothing was due from her to C., and that the memorandum of the 10th of July, 1877, had been obtained from her by fraud on the part of C. And she claimed a declaration that neither S. nor C. was entitled to any charge on the property, and that S. and C., or S. alone, might be ordered to deliver up the deeds and documents to her. On the 1st of March, 1883, S. delivered a reply to the defence and counter-claim, and on the 5th of March E. delivered a rejoinder. C. did not deliver any reply to the counter-claim, or any other pleading, and on the 1st of November, 1883, E. served C. with a notice of motion, in default of his pleading, for such judgment as E. should be entitled to on her counter-claim. Ord. 23, r. 4, provides that, "where a counter-claim is pleaded, a reply thereto shall be subject to the rules applicable to statements of defence." By rule 11 of order 27, "In all other actions than those in the preceding rules of this order mentioned, if the defendant makes default in delivering a defence, the plaintiff may set down the action on motion for judgment, and such judgment shall be given as, upon the statement of claim, the court or a judge shall consider the plaintiff to be entitled to." And by rule 12, "Where, in any such action as mentioned in the last preceding rule, there are several defendants, then, if one such defendant makes such default as aforesaid, the plaintiff may either (if the cause of action be severable) set down the action at once on motion for judgment against the defendant so making default, or may set it down against him at the time when it is entered for trial, or set down on motion for judgment, against the other defendants." When the motion in this case came on for hearing (neither C. nor S. appearing), E.'s counsel stated that a compromise had been made between E. and S., under which S. had delivered up the deeds in his possession to E., and E.'s counsel asked for a declaration that C. was not entitled to any mortgage or charge on the property, or the documents relating thereto, and that the memorandum of the 10th of July, 1877, was void, and ought to be set aside, and an order that C. should deliver up to E. the documents in his possession relating to the property, and should pay E.'s costs of the action and counter-claim. It was suggested that, inasmuch as the default in pleading was made before the new rules came into operation, the case was governed by the old rules. But North, J., held that, the notice of motion having been served after the new rules came into operation, those rules applied. And his lordship held that E. was entitled to the judgment for which she asked, subject to a consent brief on behalf of S. being provided, inasmuch as the delivery up of the deeds might affect his rights, and the motion was founded only on the pleadings. [It should be observed that no reference was made by judge or counsel to rule 13 of order 27, which provides that, "if the plaintiff does not deliver a reply, or any party does not deliver any subsequent pleading within the period allowed for that purpose, the pleadings shall be deemed to be closed at the expiration of the period, and all the material statements of fact in the pleading last delivered shall be deemed to have been denied and put in issue." Probably it was considered that this rule did not apply to a case in which the plaintiff in a counter-claim had had no opportunity of delivering that which is analogous to the reply of the plaintiff in an original action—viz., a rejoinder to the reply of the defendant to the counter-claim].—Solicitors, *F. Parish*; *H. H. Poole*.

R. S. C., 1883, ord. 55, r. 2 (7)—Summons in Chambers instead of Petition—Ultra vires—Lands Clauses Act, 1845—18 & 19 Vict. c. 134, s. 16.—In a case of *Ex parte The Mayor, &c., of London and The East London Railway Act*, 1883; *The London, Chatham, and Dover Act*, 1859; *and other Acts*, before Kay, J., on the 3rd, 9th, and 13th insts., the question was raised whether rule 2 sub-section 7 of order 55 of the new rules, which directs applications for investments under the Lands Clauses Act, 1845, to be disposed of in chambers instead of by petition, as directed by that Act, was not *ultrà vires*. It was conceded that the alteration could have been made under 18 & 19 Vict. c. 134, s. 16, under which the Lord Chancellor, with the advice and assistance of the Master of the Rolls and the Vice-Chancellors, or any two of them, was empowered to direct what matters should be dealt with in chambers; but it was contended (1) that this Act had been repealed expressly or by implication; (2) if not, that it had become inoperative from change of circumstances; (3) that even if operative, that the new rules were not intended to be made thereunder; and (4) that even if so intended, the power given by that statute had not been well exercised. Kay, J., however, held that the rule was valid. He admitted that the question being one, not merely of procedure, but also of jurisdiction, nothing short of an Act of Parliament expressly giving power to that effect could enlarge or alter the jurisdiction under the Lands Clauses Act, by enabling the chancery judges to make such an order as this in chambers; but he held that in fact, though not in name, the new rules were made under the powers of the Act 18 & 19 Vict. c. 134, s. 16. This Act, not having been expressly repealed, he considered to be still in force, and that, by the operation of the various sections of the Judicature Acts, by which the judges of the High Court are substituted for the Vice-Chancellors, and all of them empowered to grant equitable relief, that the Rule Committee was well constituted for the purpose of making an alteration under 18 & 19 Vict. c. 134; and having regard to the words in the rule in question, "and any other Act passed before the

14th of August, 1855," that the Rule Committee had the statute 18 & 19 Vict. c. 134 before them, and intended to act under it, as well as under the powers conferred by the Judicature Acts, under which they were appointed by the Lord Chancellor to make rules of court, as stated in the heading of the new rules.—SOLICITORS, *The City Solicitor*; *John White; Wilson, Bristows, & Carpmael.*

JUDGES' CHAMBERS.

(Before FIELD, J.) *

Nov. 6, 8.—*Heard and another* v. *Borgwardt.*

Parties, joinder of—Adding defendant—Ord. 16, rr. 11, 12.

A party cannot be joined as defendant in an action after final judgment.

This was an action to recover the sum of £671 for necessary advances made to, and bail given for, the owners of the German brig, *Falk*, by the plaintiffs, who are shipbrokers at Cardiff. The defendant is the master and part owner of the brig, and, having been arrested under the Debtors Act, upon an affidavit stating that he was about to go abroad, was released upon submitting to judgment. His release was opposed upon the ground that an application would be made to join Wallis & Son, the principal owners of the ship, as defendants, and he would be a necessary witness against them; but Field, J., held that that was no sufficient reason for keeping him in prison. Execution had issued upon the judgment, and the ship had been seized.

The plaintiffs now applied for leave to join Wallis & Son as defendants, and to serve them out of the jurisdiction.

Pyke, for the plaintiffs.

Baugh Allen, for the defendant.

The arguments are sufficiently stated in the judgment.

Nov. 8.—FIELD, J.—This was an application by the plaintiffs for leave to join Wallis & Son as defendants in the action, upon an affidavit that Wallis & Son are the principal owners of the ship, and that the advances for necessaries were made by the plaintiffs on their credit. Under ord. 16, r. 4, it is clear that the plaintiffs might originally have made Wallis & Son co-defendants in the action. Mr. Allen practically admits that, under rule 11 of the same order, which was relied upon by Mr. Pyke, Wallis & Son might have been made parties after the action had commenced. I should, myself, have entertained some doubt whether that rule would have applied. The non-joinder of Wallis & Son would not defeat the action against Borgwardt. The only question in that action was whether Borgwardt was liable on the order for necessaries; and there was no necessity for the joinder of Wallis & Son in order to enable the court to adjudicate upon that. But Mr. Pyke has furnished me with the case of *Edwards* v. *Lowther* (24 W. R. 434), where the court held that defendants might be added under similar circumstances; although Mr. Justice Archibald entertained the same doubts as I have felt, for he says, "I have come to the same conclusion as my lord, though not without hesitation, because the language of the 13th rule, if critically examined, may be read the other way." I should, therefore, have held, if this application had been made before judgment, that it ought to be acceded to. But Mr. Allen takes a very serious objection—namely, that no parties can be added in an action after final judgment. You may, in the first instance, sue all against whom the right to any relief is alleged to exist. Then you may, under rule 11, join any such parties afterwards; but at what time? The words of rule 11 are, "at any stage of the proceedings"; and those words are relied upon by Mr. Pyke. But Mr. Allen says there cannot be any stage of the proceedings after judgment; the proceedings are at an end. Then rule 12 says, "Any application to add . . . a defendant may be made to the court or a judge at any time before trial by motion or summons, or at the trial of the action in a summary manner." Mr. Allen relies upon that rule, and upon the case of *Attorney-General* v. *Birmingham* (29 W. R. 127, L. R. 15 Ch. D. 423). The ground of the decision of the late Master of the Rolls in that case is that the proceedings are at an end after judgment. With regret, therefore, I have come to the conclusion that I cannot make the order asked for.

No order.

Pyke applied that leave might at once be given to issue and serve a writ out of the jurisdiction upon Wallis & Son, and leave was accordingly given.

Solicitors for the plaintiffs, *Clarkson, Greenwell, & Wyles.*

Solicitors for the defendant, *Hill & Co.*

Nov. 8.—*A.* v. *B.*

Appearance—Address for service—Illusory or fictitious—Ord. 12, rr. 11, 12.

Where a defendant gives an address for service at which he is not to be found, and there is no person authorized to take in or forward documents, such address is illusory, and the appearance will be set aside.

This was an application by the plaintiff under ord. 12, r. 12, to set aside the appearance of the defendant on the ground that the address for service was illusory or fictitious.

The affidavit by the plaintiff in support of the application alleged that the defendant had appeared in person, and had stated an address for service. Upon inquiry at the place stated, it was found that it consisted of a house let out in separate tenements, and that there was no housekeeper or porter or other person empowered or authorized to take in, receive, or forward any documents left for, or to be forwarded to, any of the occupiers. On inquiry of the landlord and of the present occupiers its appeared that, although the defendant had formerly occupied one of the tenements, he had ceased to do so for several months, and nothing was known of what had become of him.

The master refused to strike out the appearance, upon the ground that it was still competent to the plaintiff to continue delivering the pleadings at the place specified, and if they did not come to the defendant's knowledge, so much the worse for him.

The plaintiff now appealed from this decision.

FIELD, J.—The object of rule 11 of order 12 has not been complied with in the present case. That object was to secure an effective place of service where documents might reasonably be expected to come to the notice of the defendant within the time limited for their operation; and to hold that proceedings are to continue with such a service of all the documents, as would be the case here, would be to increase expense for no good purpose. I, therefore, hold that this address is illusory, within rule 12 of order 12, and order that the appearance be set aside.

Appearance set aside.

Nov. 9.—*White* v. *Land and Water Company.*

Service of writ of summons on corporation—Ord. 9, r. 8.

Service by post of a writ of summons upon a corporation before the 24th of October, 1883, was good service.

This was an *ex parte* application, upon appeal from the refusal of Master Jenkins to give leave to sign judgment, in default of appearance, on the ground that service of the writ by post was not sufficient. The writ was posted on October 19, 1883.

Lush-Wilson, for the plaintiff.—The question whether this writ was properly served turns upon section 62 of the Companies Act, 1862 (25 & 26 Vict. c. 89), and rule 7 of the repealed order 9, which was in force before the new rules came into operation on the 24th of last month. The case of *Towne* v. *The London and Limerick Steamship Company* (28 L. J. C. P. 217) decided that the words of section 62 of the Companies Act did not include writs of summons; but it is submitted that those words do include "bills, petition, or other process," which are the words of the repealed rule. If they do, then a writ of summons may be served in the manner provided by that section—that is, by post.

FIELD, J.—I think you may have your judgment. It is stated upon apparently good authority in the note to rule 7 of the repealed order 9 in the 3rd edition of Wilson's Judicature Acts, that it seems never to have been doubted but that a bill in chancery might be served upon a company by post under section 62. If that be so, the practice can only be justified by holding that the words of section 62 do include bills. It therefore follows that as the repealed rule provides that a writ of summons may be served upon a company in the manner provided by any statute for service of any bill, a writ of summons might, under that rule, be served upon a company by post.

Leave to sign judgment.

Solicitor for the plaintiff, *W. Morley.*

[Note by Reporter.—The question seems to have been settled, with regard to writs served since October 24, by the insertion of the word "summons" after "petition" in rule 8 of order 9 of the new rules.]

Nov. 9.—*York* v. *Stowers.*

Account, action for—Summary order for—Order 15.

An order that an account be taken may be made, and the account be taken, in the Queen's Bench Division.

This was a summons for an order under ord. 15, r. 1, for an account. The writ of summons in the action was indorsed with a claim that an account be taken between the plaintiff and the defendant as to certain transactions entered into for their joint benefit. The summons was referred to the judge by Master Manley Smith, on the ground that it appeared to be a case which ought to have been brought in the Chancery Division. The plaintiff's affidavit, in support of the application, stated that he and the defendant had received the proceeds of the sale of the materials, and refused to account for them.

Grey, for the plaintiff.—The defendant has appeared, but has not satisfied the court or a judge that there is any preliminary question to be tried. I therefore ask that an order for the proper account should be forthwith made, under order 15.

For the defendant it was submitted that an order for an account could not be made in the Queen's Bench Division, and that the action should be transferred to the Chancery Division.

FIELD, J.—An order for an account can now be made in the Queen's Bench Division. The words of ord. 15, r. 1—"With all necessary inquiries and directions now usual in the Chancery Division in similar cases"—show that it was contemplated that an order under that rule might be made elsewhere than in the Chancery Division. This account can be quite well taken in the Queen's Bench Division, and it is important that this order, which is for the saving of expense by shortening proceedings, should be put in force in both divisions.

Order for an account.

Solicitors for the plaintiff, *Lane & Andrews.*

Solicitor for the defendant, *Holroyd.*

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

Nov. 7, 12.—*J. & E. Hall* v. *Liardet* (No. 2).

Discovery—Application for leave to interrogate—Ord. 31, r. 1 (r. 343).

Upon an application for leave to interrogate, the judge will not decide as to the relevancy of particular interrogatories.

This was an application by the plaintiffs for leave to deliver interrogatories to the defendant, on appeal from Master Pollock, who had refused leave. The action was brought for work and labour done in making a model windlass and a model crab for the purpose of exhibiting at the North-Eastern Tyne Exhibition. The statement of defence alleged that the windlass was defective by reason of its being out of proportion, &c., and that the crab came to pieces in the defendant's hands.

English Harrison, for the plaintiffs.—It is proposed to ask the defendant whether he did not obtain a prize at the exhibition for the windlass, and who the judges were. As to the crab, it is proposed to ask whether the defendant has not made a claim in respect of it against the railway company to whom we delivered it. It is for the other side to show that these interrogatories will not be relevant. It is submitted that, upon the question whether the machine was out of proportion, it is most relevant that it obtained a prize at the exhibition. This is not like the case of a horse which is valuable for many purposes. A model windlass is for a definite object; and this machine was made by us for the defendant for the express purpose of exhibition.

C. E. Ellis, for the defendant.—The proposed interrogatories are irrelevant, because the prize may have been given without reference to the construction of the model. That the machine won a prize is totally immaterial to the issue, which is, whether the machine was, in fact, what it was represented to be. To ask the names of the judges is trying to get from us the names of witnesses, whom they propose to call to support their case. These interrogatories are irrelevant, within rule 1 of order 31. As to the model crab, we are willing to state in writing that we have not made a claim against the railway company.

Nov. 12.—Field, J.—This was an application, under order 31, for leave to deliver interrogatories. The action is brought to recover the price of a model windlass and other machinery; and the defendant's case is that the model windlass is so imperfectly constructed that it is useless and unworkable. The plaintiffs were invited to say what they wanted the interrogatories for; and they said that their contention was that the machine was useful and perfectly workable, so much so that it was exhibited at the North-Eastern Tyne Exhibition and got a prize; and that they desired to ask whether this was not so, and who the judges were. The defendant said that these interrogatories would not be relevant. I do not propose now to decide whether these interrogatories are relevant or not. I have already said, upon a former application in this case [*ante*, p. 26], that it is not the intention of the rules that, upon an application for leave to deliver interrogatories, the judge should go into each specific interrogatory. As I then said, the form of order upon an omnibus summons, given in Appendix K. (No. 4) supports this view, as that provides that "the plaintiff and defendant be at liberty to deliver to each other interrogatories in writing," quite generally. I, therefore, decline now to exercise any judicial discretion as to these proposed interrogatories. All that I have to see is that this is a fit case for interrogating the defendant, that the general character of the proposed interrogatories is not improper, and that it is not sought to administer them for the mere purpose of annoyance and worry. Where those conditions are satisfied, if the proposed interrogatories can possibly be, in any degree, relevant, I shall make the order. I may as well add that I have come to the conclusion that the proposed interrogatories in this case would be relevant. The action is for the price of work done in constructing models of certain machines; the defence is that the models are unworkable. If the judges at the exhibition gave a prize to the defendant for his invention, without reference to the construction and without testing the working capacity of the model, that can be stated in the answer. If, on the other hand, the defendant did obtain a prize by means of this model, that does materially advance the plaintiffs' case and damage his opponent's. I had great doubt as to whether an interrogatory as to the names of the judges would be permissible; but I now think it would be. I do not, however, preclude the defendant from taking any objection that he may be advised to do to any of the interrogatories in his answer. I think that the order for leave to deliver interrogatories should be general, and I shall not tie down the plaintiffs to interrogate only as to the particular points they have put forward. If they interrogate as to other matters, it will be at the peril of having the interrogatories struck out.

Leave to deliver interrogatories.

The plaintiffs also applied that security for the costs of the interrogatories, under ord. 31, rr. 25, 26, might be dispensed with, the other side consenting. Ord. 31, r. 3, was referred to.

Nov. 14.—Field, J.—This was an application for leave to deliver interrogatories, as to which I have already decided, and also for liberty to dispense with the security for costs of interrogatories, provided for by ord. 31, r. 26. No reason was given connected with the plaintiffs why the deposit should not be made, but the counsel who appeared for the defendant, the party interrogated, expressed his willingness to consent to an order dispensing with it. The question that I have to decide is whether I ought to give the leave asked for simply on the ground that the party interrogated consents. I have had the advantage of consulting several of my brethren, and also several of the masters of this court, and I have come to the conclusion that I ought not to dispense with this deposit simply on the ground of consent. It is no doubt generally true that the parties to a litigation are at liberty to dispense with conditions that are imposed solely for their benefit; and if I had thought that rule 26, and the general scheme of the rules as to depositing this security, had been brought into existence simply for the benefit of the party interrogated, I might have given the leave asked for. But, in considering the scope of those rules, I have come to the conclusion that the condition is not imposed solely for the benefit of the party interrogated. It is, I think, intended generally to prevent what had been found to be a very oppressive system. This safeguard, which the rules have created, would be very much weakened, and would gradually be totally destroyed, if a system of consenting to its not coming into operation is once arrived at. As both of the parties to a litigation are in the habit of delivering interrogatories to one another, one may be willing to relieve the other to-day, in order that he may be relieved in his turn on the next day; and in a short space of time it would become almost ungracious in any party to insist on the performance of this condition. I cannot, therefore, dispense with the deposit, and unless it is made within three days, all further proceedings in the action must be stayed.

Solicitors for the plaintiffs, *Freshfields & Williams.*

Solicitors for the defendant, *Donnithorne & Ewen.*

Nov. 12.—*Smith & Co.* v. *British Marine Mutual Insurance Association.*

Agreement to refer—Stay of proceedings—Common Law Procedure Act, 1854, s. 11.

An action will not be stayed upon the ground that there is an agreement to refer, if the party applying has obtained time to plead, and is under terms to take short notice of trial.

This was an action upon a policy of marine insurance; the defence was that the ship was unseaworthy. A master had stayed the action under section 11 of the Common Law Procedure Act, 1854, and the plaintiffs now appealed from his decision.

W. R. Kennedy, for the plaintiffs.—The defendants having applied for time to plead, and agreed to take short notice of trial, cannot avail themselves of this provision.

Francis Turner, for the defendants, submitted that what had been done was not sufficient to prevent the section applying.

Field, J., held that the objection to the order staying the action was a good one.

Appeal allowed; costs to be costs in the cause.

Solicitors for the plaintiffs, *Venn & Co.*

Solicitors for the defendants, *Stocken & Jupp.*

Nov. 13, 14.—*Searle & Co.* v. *Matthews; Fox, & Co., Claimants.*

Interpleader—Costs of sheriff or party interpleading.

This was a sheriff's interpleader summons, upon which an order was made that the sheriff should withdraw.

A question was raised as to what costs the sheriff was entitled to, and the judge said that he would consider the matter and lay down a general rule.

Nov. 14.—Field, J.—There have been recently before me several cases of interpleader, both by sheriffs and parties, in which the question raised has been whether the sheriff or party interpleading is entitled to costs, and, if so, at what point of time his right to them commences. The same question was brought before me several years ago when I was at chambers, and I took pains to inquire what had been the practice as well in the courts of common law as in the Court of Chancery. I have again made inquiries as to the practice, and the result has been that, although the practice at chambers of this division has, to some extent, varied, the general rule seems to have been that which I am about to state—namely, where an order is made on the application of a sheriff, he is entitled to his costs from the period at which he has been called into interpleading action—that is to say, he is entitled, as against an unsuccessful claimant, to costs and possession money from the time of the notice of claim or from the time of sale, whichever would be first; and where a sheriff is ordered to withdraw, he is entitled to costs as against the execution creditor from the time at which the latter authorized the carrying on of the interpleader proceedings—that is, generally, from the return of the interpleader summons. In cases where the interpleader summons is taken out by the defendant in an action, he is entitled, on bringing into court the amount claimed, to deduct from it the amount of his taxed costs up to that period, the question as to on which of the parties the ultimate liability for those costs is to fall being reserved. Of course, these rules are general only; and if, in any particular case, the sheriff or party interpleading has unnecessarily caused any portion of the costs, he will not be entitled to recover, and may be called upon to pay costs.

Order:—Sheriff to withdraw, and to have his costs, as against the execution creditor, from the return of the interpleader summons.

Mr. Justice Denman will, it is expected, be the judge who will preside at the forthcoming trial of O'Donnell for the murder of the informer Carey.

The five bells for the new clock in the tower of the Royal Courts of Justice, near Temple Bar, have now been placed into position, and the completion of the works is being proceeded with rapidly; but owing to the care which has to be exercised in the erection of the machinery, it is not expected that the clock will be finally set going until the end of the present month.

CASES OF THE WEEK.

PRACTICE—STAYING PROCEEDINGS—FAILURE TO OBEY ORDER TO GIVE SECURITY FOR DAMAGES.—In a case of *Richards* v. *Howell*, before the Court of Appeal on the 9th inst., a question arose as to the propriety of an order staying the proceedings in an action. The action was brought to restrain an alleged trespass by the defendant on the plaintiff's mine. An order was made giving the plaintiff liberty to inspect the defendant's operations and for that purpose to make use of the defendants' pumps. The plaintiff availed himself of the right of entry thus given him to work some of his own coal from the defendant's mine. An inquiry was directed as to the damage occasioned to the defendant by this working, and an order was made that the plaintiff should give security for the probable amount to be found due under the inquiry. The plaintiff failed to give the security, and KAY, J., made an order staying the further proceedings in the action until the order for security should have been obeyed. It was argued that such an order was contrary to the ordinary practice of the court, and that the proper course would have been to commit the plaintiff for contempt. The Court of Appeal (COTTON and LINDLEY, L.JJ.), affirmed the order. COTTON, L.J., said it was very proper to stay the plaintiff's further proceedings in the action until he had obeyed the order of the court. LINDLEY, L.J., concurred.—SOLICITORS, *Phelps, Woodforde, & Co.; Smith & Lawrence.*

COSTS—APPEAL—DISCRETION OF JUDGE—CONTEMPT—JUDICATURE ACT, 1873, s. 49.—In a case of *Krehl* v. *Burrell*, before the Court of Appeal on the 9th inst., the question arose whether an order directing the payment of costs by the defendant could be appealed from. The defendant had been ordered to execute a deed and to deliver it to the plaintiff, and, this not having been done, a motion was made by the plaintiff that he might be at liberty to issue a writ of attachment against the defendant for his contempt, or that such further or other order might be made as the court might think just. Upon the hearing of this motion, Bacon, V.C., made an order that, it appearing that the defendant had, since the service of notice of the motion upon him, delivered the deed in question to the plaintiff as directed by the order, the court did not think fit to make any other order on the motion except that the defendant should pay the costs of the motion. The order did not contain, as did the order in *Witt* v. *Corcoran* (24 W. R. 501, L. R. 2 Ch. D. 69), a declaration that the defendant had been guilty of contempt. The defendant appealed, and on the opening of the appeal it was objected, on behalf of the plaintiff, that the appeal was an appeal for costs only, which were in the discretion of the court, and could not, therefore, be entertained. To this it was replied that the order amounted to an adjudication that the defendant had been guilty of contempt, because the court would not otherwise have had jurisdiction to order him to pay costs, and that, therefore, an appeal lay from the adjudication, and the costs were not in the discretion of the court. The Court of Appeal (COTTON and LINDLEY, L.JJ.) held that, as the order was not, on the face of it, founded on contempt, the objection could not be taken as a preliminary objection, but that the case must be heard on its merits in order to ascertain whether the order to pay costs was, in fact, made because the judge was of opinion that the defendant had been guilty of contempt, or whether it was made in the exercise of a discretionary jurisdiction. And, on the facts, the court came to the conclusion that the defendant had not been technically in contempt, but that he had been guilty of such delay that the judge had a discretion to order him to pay costs, and that the order was made in the exercise of that discretion. Consequently, the order could not be appealed from.—SOLICITORS, *E. Burrell; C. St. John Roche.*

FACTOR'S LIEN—POWER OF ATTORNEY.—In a case of *Stevens* v. *Bilton*, before the Court of Appeal on the 8th inst., the question arose whether the general lien of a factor was excluded by the terms of a power of attorney given to the factor by his principal. The action was for the dissolution of a partnership between the plaintiff and the defendant, and a receiver had been appointed. In January, 1875, S., a merchant at Gibraltar, had executed a power of attorney, by which he appointed the plaintiff and the defendant jointly attorneys and agents of his affairs and property in London and all places throughout the world (except Gibraltar). This power authorized the attorneys (*inter alia*) "for me, and in my name and on my behalf, to transact and manage all business relating to me in London and all other places throughout the world (except Gibraltar)." The plaintiff and the defendant acted as agents of S. in London for the sale of wine consigned to them by S., and had so acted before the power of attorney. S. applied in the action for an order that the receiver should deliver up to him all property belonging to him which was in the possession of the plaintiffs' firm and relating to the agency. The receiver claimed on behalf of the partnership a factor's general lien on some wi n which had been consigned by S. to the partnership for sale. The claim was resisted on the ground that the power of attorney was inconsistent with the existence of such a lien, because it empowered the agents to sell in the name of their principal, not in their own names. The court (COTTON and LINDLEY, L.JJ.), however, held that the power of attorney was not intended to limit the rights of the partnership as factors, which in fact they were, and that at any rate it did not deprive them of their lien as partners.—SOLICITORS, *J. J. Keily; C. A. Wright.*

MORTGAGOR AND MORTGAGEE—FORECLOSURE ACTION—DUTY OF MORTGAGEE TO BRING IN ACCOUNTS UNDER JUDGMENT—POWER OF COURT TO STAY PROCEEDINGS.—In a case of *Taylor* v. *Mostyn*, before the Court of Appeal on the 14th inst., the question arose (apparently for the first time) whether a mortgagee, who has obtained a foreclosure judgment, can be compelled, at the instance of the mortgagor, to bring in the mortgage accounts which the judgment directs to be taken. At the trial of the action, which was for foreclosure, the ordinary foreclosure judgment was pronounced as in the case of mortgagees in possession, with an account as for wilful default. The plaintiffs did not bring in their accounts under the judgment, because they considered that the value of the mortgaged property was so much less than the amount due to them on their mortgage, that the taking of the accounts would be a useless expense. The defendants took out a summons for an order that the plaintiffs should bring in the accounts. Pearson, J., dismissed the summons on a technical ground, but the Court of Appeal (COTTON and LINDLEY, L.JJ.) held that the defect might be cured by amendment of the summons. And, on the merits, they held that, as the judgment stood, the defendants were entitled to an order to bring in the accounts. But the order must be made expressly without prejudice to any application by the plaintiffs for a stay of further proceedings under the judgment. Their lordships said that if it could be shown clearly that the taking of the accounts would be an utterly reckless proceeding, the court would order the further proceedings under the judgment to be stayed. LINDLEY, L.J., said that if it was made to appear that £10,000 was due on the mortgage and that the property was worth only £5,000, it would be shocking if the mortgagor could force the mortgagee to go on with the accounts at his own expense. Their lordships also prefaced the order with a statement that the defendants insisted on the taking of the accounts.—SOLICITORS, *Gregory, Rowcliffes, & Co.; Law, Hussey, & Hulbert.*

CONTRACT FOR BENEFIT OF THIRD PARTY—TRUST — PARTNERSHIP ARTICLES—COVENANT TO PAY ANNUITY TO EXECUTORS OF DECEASED PARTNER FOR BENEFIT OF HIS WIDOW.—In a case of *Murray* v. *Flowell*, before the Court of Appeal on the 14th inst., the question arose whether the widow of a deceased partner was, as against his creditors, entitled to an annuity which, by virtue of the partnership articles, the surviving partner was bound to pay out of the profits of the business. F. and B. were solicitors, and they carried on business in partnership under the provisions of articles dated the 6th of July, 1875. The partnership was to be for the term of ten years from the 1st of May, 1875, if both parties so long live, but it was made determinable by notice. It was provided that, from the determination of the partnership, the retiring partner, his executors or administrators, or the executors or administrators of the deceased partner, should be entitled to receive out of the net profits of the partnership business, during so much (if any) of the term of five years from the 1st of May, 1880, as should remain after the determination of the partnership, the yearly sum of £350, and, during so much (if any) of the term of five years from the 1st of May, 1885, as either the retiring partner, or a widow of the retiring or deceased partner, should be living, the yearly sum of £250, "any yearly sum which may, under this present article for time being become payable to the executors or administrators of the deceased partner, to be applied in such manner as such partner shall, by deed or will, direct for the benefit of his widow and children or child (if any), or any of them, and in default of such direction to be paid to such widow, if living, for her own benefit, or, if not living, then to the guardian or guardians for the time being of such children or child for the benefit of such children or child." Another clause provided that "the yearly sum payable under the last preceding article shall, so far as legally may be, be constituted a charge upon the net profits of the partnership business." F. died without issue on the 7th of January, 1883, leaving a widow, whom he appointed his sole executrix. He did not, by his will, give, nor had he by deed in his lifetime given, any direction as to the application of the annuity which became payable after his death under the above provisions of the partnership articles. The action was brought by a creditor against the executrix for the administration of F.'s estate, and in May, 1883, an administration judgment was pronounced, and a receiver was appointed of the rents and profits of the testator's real and leasehold estate, and to get in his outstanding personal estate. His estate was insufficient for the payment of his debts, and the widow claimed payment of the annuity under the articles, in priority to the creditors of the testator. The creditors claimed the annuity as part of the testator's assets. The surviving partner was willing to pay the money to the widow, as executrix, or to the receiver. The widow took out a summons asking that the receiver might be at liberty to pay the money to her for her own use and benefit, so long as the same should remain payable, or until further order. On behalf of the widow it was contended that a trust of the annuity for her benefit had been created by the articles, by means of a bargain between the partners as to the mode in which the joint assets should be dealt with, and that, even if F. could have executed the agreement during his lifetime, still, as he had not done so, it remained in existence and could be enforced by the widow. On behalf of the creditors it was said that the annuity was payable to the executors of the deceased partner as part of his estate; that no trust for the widow was constituted, or, at the most, a mere voluntary trust; and that it was, in truth, only a bargain for her benefit, made between the testator and his partner, and never communicated to her, and, therefore, it could not be enforced by her. North, J., on the authority of *Page* v. *Cox* (10 Ha. 163), held that the annuity did not form part of the testator's estate, but that the articles had created a trust of it in favour of the widow, and that she was entitled to it in priority to the testator's creditors. This decision was affirmed by the Court of Appeal (COTTON and LINDLEY, L.JJ.) on substantially the same ground.—SOLICITORS, *Wray & Philips; R. A. Kelley.*

PRACTICE—MOTION—ORDER IN DEFAULT OF APPEARANCE OF RESPONDENT

—Affidavit of Service—Time for Production.—In a case of *Sesar v. Webb*, before the Court of Appeal on the 14th inst., the question arose at what time ought an affidavit of service of a notice of motion to be made and produced when the party moving asks for an order on the motion in default of appearance of the respondent. On the 10th of July the defendant served on the plaintiff a notice of a motion, to be made be made before Bacon, V.C., on the 13th of July, to dismiss the action for want of prosecution. The motion was made by the defendant's counsel soon after the sitting of the court on the day named in the notice. No counsel then appeared for the plaintiff, and an order was made dismissing the action, subject to the production of an affidavit of service. Shortly afterwards, counsel, who had been instructed on behalf of the plaintiff, came into court and asked to be heard in opposition to the motion, on the ground that he was not aware by whom the motion was to be made, and was not, therefore, in court at the time, and also that no affidavit of service was produced in court when the order was made. Bacon, V.C., declined to reopen the matter, and said that, according to the practice, the affidavit of service was produced in court after the order had been pronounced. On the drawing up of the order by the registrar, the defendant produced an affidavit of service of the notice of motion on the plaintiff, the affidavit having been sworn and filed, not on the 13th of July, the day on which the motion was heard, but on the 17th of July. The registrar accepted this affidavit as sufficient, and entered it accordingly in the order, but without any date. The plaintiff moved before Bacon, V.C., to discharge the order as irregular, on the ground that, according to the practice of the court, the affidavit of service ought to have been produced, either to the court or the registrar, before the rising of the court on the day on which the order was pronounced. Bacon, V.C., refused this application. The plaintiff appealed from the order for the dismissal of the action. On the hearing of the appeal the objection to the regularity of the drawing up of the order was renewed. The court (Cotton and Lindley, L.JJ.) refused to discharge the order on the ground of irregularity. Cotton, L.J., said that the order was not drawn up in accordance with the old practice of the Court of Chancery, which required that the affidavit should be sworn and filed and produced, if not in court, to the registrar before the rising of the court on the day on which the motion was made. Their lordships thought that it would be desirable to consult their colleagues, some of whom were absent on circuit, as to what the practice ought to be in similar cases in future. But they had come to the conclusion that it was not necessary to do this before giving their judgment in the present case, for the registrar had furnished them with a note which showed that since the Judicature Act there had been a great diversity in the practice in this matter. Some of the registrars had followed the old chancery practice; others had admitted an affidavit of service made after the day on which the motion was heard, and had either inserted it in the order without any date or had post-dated the order. Their lordships thought that the practice for the future ought to be settled either by a general order or by a direction to the registrars. But, assuming that it was irregular to draw up the order as it was drawn up, still it was not, in the present case, such an irregularity as that the order ought to have been set aside because of it. It was not disputed that there was due service of the notice of motion on the plaintiff, and his counsel was, in consequence of that service, in court a little while after the motion was made. Their lordships thought that, even if it was irregular in the office to draw up the order upon the affidavit which was produced, it was not a substantial irregularity, and no injury had been done to the plaintiff, he having been actually served with the notice. Lindley, L.J., said that the old practice in the Court of Chancery was settled in the year 1837 by *Lord Milltown v. Stewart* (8 Sim. 34), and ever since that decision, down to a comparatively recent time, that had been the practice, and the registrars used to decline to draw up such an order without an affidavit of service filed, at the latest, before the rising of the court on the day on which the application was made. But his lordship had looked in vain for any report of a case in which such an order had been drawn up by a registrar not in accordance with this practice, and had been set aside. It was well known that the same practice did not prevail in the common law courts, and an interesting note furnished by the registrar showed that the old chancery practice had been frequently departed from in the Chancery Division since the Judicature Act. Since that Act, it had not been the universal practice to refuse to draw up an order on a motion made in the absence of the respondent, simply because an affidavit of service of the notice of motion had not been filed before the rising of the court on the day on which the motion was made. What ought to be the rule for the future their lordships would consider. It was sufficient now to say that the order ought not to be set aside in the present case on the ground of non-compliance with a practice which had not been consistently followed of late years.—Solicitors, *Reader & Hicks; F. Heritage & Co.*

Next Friend of Infant—Removal—Unfitness.—In a case of *Burgess v. Bottomley*, before the Court of Appeal on the 9th inst., a question arose as to the removal of the next friend of an infant. The action was for the administration of an estate in which the infant was interested. No charge of actual misconduct was made against the next friend, but it was shown, in the opinion of the court, that he stood in such a relation to the defendants, who were the accounting parties, that it was possible he might be biassed in their favour. The court (Cotton and Lindley, L.JJ.) held that this was a sufficient ground for his removal.—Solicitors, *W. & J. Flower & Nussey; Kingsford & Dorman.*

Practice—Reference—Matters of Account—Common Law Procedure Act, 1854, s. 3—Judicature Act, 1873, s. 57.—In the case of *Martin & Co. v. A. L. Fyfe & Co.*, before the Court of Appeal, No. 1, on the 8th inst., the question arose as to the power of a master to refer to a master the whole of an action when the question is mainly as to account. The action arose on certain bills of exchange, accepted by the plaintiff and negotiated by the defendant, the proceeds of discounting which the plaintiff alleged were due to him. Part of the proceeds had been paid, and the defence was that the bills were accommodation bills given in accordance with an agreement, whereby the plaintiff was entitled to receive part only of the proceeds of the discounting, and that it had already been paid to him. The defendant, by way of counter-claim, alleged that the plaintiff was indebted to him in the price of goods sold and delivered. He also prayed an account, alleging that a balance was due to him on certain bill transactions. The plaintiff, in his reply, admitted that the sum was due for the goods, but denied the agreement, and that any balance was due to the defendant. On the application of the plaintiff, a master referred the matter, as being one of account, under section 3 of the Common Law Procedure Act, 1874, to a master. The order was confirmed by Huddleston, B., in chambers, and subsequently by Denman and Lopes, JJ. (see report 31 W. R. 840), from whose decision the defendant appealed. The following authorities were cited:—*Clowe v. Harper* (26 W. R. 364, L. R. 3 Ex. D. 198); *Ward v. Pilley* (28 W. R. 937, L. R. 5 Q. B. D. 427); *Goodwin v. Budden* (42 L. T. 536). The court (Brett, M.R., and Bowen, L.J.) varied the order. Brett, M.R., said the court did not feel called upon to give any opinion as to the proper meaning of any of the cases cited. He was of opinion that, in the circumstances of the case, the proper tribunal to which the case should be sent was the official referee, and the order would be varied to that effect. Bowen, L.J., concurred.—Solicitors, *C. F. C. Lawes & Co.; C. J. Orton.*

Practice—Partnership—Receiver and Manager—Prospective Order.—In the case of *Cuddeford v. Smith*, before Chitty, J., on the 9th inst., a motion was made by the plaintiffs for a receiver and manager. The plaintiffs and defendant were partners. By agreement the partnership would expire on the 30th inst. The plaintiffs having brought an action for account and winding up the partnership, now moved for the immediate appointment of a receiver and manager, on the ground that, as they would be absolutely entitled to an order, delay would be saved by an immediate appointment. The motion was opposed as unprecedented. Chitty, J., observed that the defendant could gain nothing by his refusing the order asked for, and made an order for the appointment of a receiver and manager under terms as to security, such receiver and manager not to enter upon his duties until the 1st of December.—Solicitors, *Gresham & Davies; B. H. Van Tromp.*

R. S. C., 1883—Ord. 53, r. 2 (4)—Application under Legacy Duty Act.—In a case of *In re Coore*, before Chitty, J., on the 10th inst., a petition was presented under the Legacy Duty Act (36 Geo. 3, c. 52), for payment to an infant of certain sums by way of advancement out of a sum of £2,000 in court. By the Rules of the Supreme Court, 1883, ord. 55, r. 2, amongst the matters to be disposed of in chambers by judges of the Chancery Division are (sub-rule 4) applications under 36 Geo. 3, c. 52, s. 32 (the Legacy Duty Act), in all cases where the money or securities in court do not exceed £1,000, or £1,000 nominal value; and (sub-rule 12) applications as to guardianship and maintenance or advancement of infants. Notwithstanding that the sum in court exceeded £1,000, the question arose as to whether the proper procedure in the matter was by summons in chambers, as being an application for advancement of an infant. Chitty, J., said that he was of opinion that sub-rule (4) should be treated as an extension of the practice under Consolidated Order 35, r. 1. Under that rule, if the sum in court exceeded £300, such a matter as the present was not considered within the jurisdiction of chambers, and, after the case of *Frodsham v. Frodsham* (L. R. 15 Ch. D. 317), the late Master of the Rolls gave directions to that effect to his chief clerks. The effect of sub-rule 12 would appear to be to extend the jurisdiction in chambers, so as to cover all cases which were not expressly excepted—as, for instance, the present application, which was excepted by sub-rule 4. The balance of convenience was, however, in favour of making applications like the present in chambers and not in open court, and in most cases the proper course would be to adjourn the matter into chambers. His lordship made the order as prayed.—Solicitors, *Collyer-Bristow, Withers, Russell, & Hill.*

Trade-mark—Registration—Similarity of Marks—Foreign User—"Three-mark Rule"—Trade-Mark Registration Act, 1875, s. 6.—In the case of *In re Münch's Application*, before Chitty, J., on the 14th inst., a question arose as to whether user abroad of a trade-mark entitled the applicant to have such mark registered as an old mark under the "three-mark rule." It appeared that in 1842 the predecessors in business of Messrs. Lanman & Kemp invented and began to use on a perfume called Florida Water a trade-mark consisting of an elaborate combination of a fountain surrounded by figures and foliage, the name of the perfume, and the name of the manufacturers. This mark was registered by Messrs. Lanman & Kemp in 1880 as their property in connection with perfume. Mr. Münch, a German subject resident in Hamburg, now applied by summons for registration of a trade-mark almost identical with that of Messrs. Lanman & Kemp, the only real difference being in the substitution of "Münch, Hamburg," in place of "Murray & Lanman, London." This mark Münch alleged that he had used in Germany and elsewhere since 1869, and he had also registered it at Hamburg and New York. Messrs. Lanman & Kemp opposed the application. Chitty, J., said that the two marks so closely resembled one another, that it might

fairly be inferred that the later one was copied from the earlier. There was no evidence to show that there had ever been any user of the applicant's mark in England; and there was no doubt that the use of that mark, from its first adoption by Münch, could have been, and still could be, restrained by the opponents. The alleged foreign user without any user in England could not entitle the applicant to registration, or bring him within the operation of the "three-mark rule," by which similar marks up to the number of three were allowed to be registered, if they were proved to have been used side by side before the Trade-Mark Act, 1875, and were therefore old marks. In this case no user was proved, and the application must be refused with costs.—Solicitors, *Geare, Son, & Pease; Clarke, Rawlins, & Co.*

Bankruptcy—Unclosed Liquidation—Subsequent Liquidation Petition—Costs.—In a case of *In re Harrison, Ex parte Harrison*, before Bacon, C.J., on the 12th inst., an application was made for the allowance of costs under the following circumstances. In 1872 the debtor, John Henry Harrison, and his father, traders in partnership at Windsor, filed a liquidation petition, a Mr. Nicholson was appointed trustee, and those proceedings had never been closed. It was stated that there were no separate creditors of J. H. Harrison. The debtor subsequently went into business at Isleworth in his own name and acquired property; but in January, 1883, he was again in difficulties and proposed to file a liquidation petition. He informed his solicitors of the former proceedings, and they, after communicating with the solicitors under that liquidation, asserted that they could not find Mr. Nicholson; proceeded with the second liquidation, and obtained the appointment of Mr. Broad as receiver, who thereupon took possession of the assets and paid the rent of the debtor's premises. In February a bankruptcy petition was filed founded on the second petition for liquidation, Mr. Whinney was appointed manager and receiver, and the restraining orders obtained by Mr. Broad were continued. Mr. Nicholson then, for the first time, heard of the debtor's subsequent trading and failure and at once intervened; Harrison was adjudicated a bankrupt, and Mr. Whinney appointed trustee. On the 19th of July the county court judge of Brentford varied the order of the deputy-judge, and directed that the assets should be paid over to Mr. Nicholson, but wholly disallowed the costs of the solicitors to the second liquidation petition and those of Mr. Broad, except in so far as he had paid the rent out of his own pocket. The solicitors and Mr. Broad appealed to the Chief Judge, and his lordship confirmed the decision of the county court judge, observing that the second liquidation proceedings were merely idle, useless, and improper—using the latter word in its technical sense only. It would be most unreasonable to order the costs of them to be paid out of the creditors' money. There had been many cases in which the court had been compelled to consider the equities subsisting between the creditors in first and second bankruptcies, and in such cases the court had sometimes overcome the difficulties on equitable grounds. But that did not affect this case. He was sorry that he could not give them their costs out of other people's money, but so it was, and the appeal must be dismissed.—Solicitors, *Saunders, Hawksford, & Bennett; Morley & Shirreff; Sole, Turner, & Knight.*

Will—Construction—Gift of "the Money of which I am possessed."—In a case of *In re Cadogan, Cadogan* v. *Palagi*, before Kay, J., on the 6th and 10th insts., the question arose whether the bequest of "one-half of the money of which I am possessed" to one sister, followed by a gift of the remainder equally between two other sisters, "and after them to their children," operated to pass the whole of the personal estate, which consisted of securities, leaseholds, and furniture, or only cash in the house of the deceased and the balance of her banking account. The testatrix had died two days after the date of her will, which was a holograph one, and contained no appointment of executors or charge of debts, nor any pecuniary or specific legacies. The testatrix's next of kin consisted of the three sisters named in her will and a half-brother, who now contended for an intestacy as to the bulk of the property. Kay, J., held that the testatrix's intention clearly was to pass the whole of her property, and decided accordingly.—Solicitors, *Bennett, Dawson, & Bennett.*

Will—Construction—Legacy—Misdescription of Subject-matter—Shares or Stock.—In a case of *Dixon* v. *Denney*, before Pearson, J., on the 13th inst., the question arose whether a legatee, to whom a testator had made a bequest of shares in a company in which at the date of the will there were no shares, but only stock, was entitled to an equivalent amount of stock. The testator by a first codicil to his will bequeathed to his wife ten ordinary shares in the London and North-Western Railway Company, in addition to the provision made for her by his will. By a second codicil he gave to his wife, in addition to all other provisions made by him for her benefit by his will and first codicil, "all and every his stock, shares, or investments whatsoever made by him, or subsisting at the time of his decease, in the company known as the London and North-Western Railway Company, for her own absolute use and benefit." At the testator he was possessed of £2,703 consolidated ordinary stock, and £152 consolidated stock of 1880, and £625 four-and-a-half per cent. preference stock of the London and North-Western Railway Company. All these stocks had been transferred to the widow; but she claimed in addition that £1,000 ordinary stock in the London and North-Western Railway Company should be purchased for her out of the assets of the testator. The ordinary shares of the company, before they were consolidated into stock, were of the nominal amount of £100, and evidence was given by stockbrokers to the effect that if they were instructed by a client to purchase for him ten ordinary shares in the company, they should purchase £1,000 ordinary consolidated stock. Pearson, J., held that the widow should have £1,000 such stock purchased for her out of the assets.—Solicitors, *Clarke, Woodcock, & Ryland; Crowder, Austie, & Vizard.*

Costs—Taxation—Solicitor Trustee of Will—Authority by Testator to charge Costs for non-professional Business.—In a case of *Ames* v. *Taylor*, before North, J., on the 12th inst., a question arose as to the taxation of the costs of a solicitor who had been appointed by a testator one of the trustees and executors of his will. By his will the testator declared that "it shall be lawful for any of my said trustees and executors who may be a solicitor to transact any business occasioned by the trusts, powers, or provisions of this my will, or otherwise connected with the getting in, or management of, my estate or effects, whether such business be usually within the business of a solicitor or not, and that he shall be allowed to make the usual professional or other proper and reasonable charges for all business done and time expended in relation thereto, notwithstanding his being a trustee or executor or any maxim to the contrary." On the further consideration of the action an order was made directing a taxation of costs, including in the costs of the trustees and executors, any charges and expenses properly incurred by them relating to the administration of the testator's estate or the execution of the trusts of his will, beyond the costs of the action, and that in taxing the costs the taxing master was to have regard to the terms of the will as to the costs of the co-trustees and executors. On the taxation the solicitor carried in a bill of costs in which he had made charges for various matters of business transacted by him in relation to the estate not being ordinary professional business of a solicitor, and these charges the taxing master declined to allow. In his certificate he said that he had given to the solicitor his costs, charges, and expenses properly incurred. And he added, "I have no power to give any but professional charges." On a summons to review the taxation, North, J., held that the taxing master had acted on a wrong principle, and that, having regard to the words of the will and the terms of the order on further consideration, his power was not limited to ordinary professional costs, but that he had power to allow other costs properly incurred. His lordship, therefore, referred the case back to the taxing master generally to review his taxation, but reserved the costs of the summons.—Solicitors, *Jas. Taylor, Mason, & Taylor; Bowlings, Foyer, & Hordern.*

COUNTY COURTS.

Bradford.

(Before W. T. S. Daniel, Esq., Q.C., Judge.)

Nov. 6.—*Re Holmes.*

Fraudulent preference.

In delivering judgment, his Honour said: The application was on behalf of the trustees of the estate, Mr. J. H. Blackburn and Mr. J. Clough Wright, addressed to Samuel Weatherhead, of Bingley, solicitor, for an order declaring that the transfer and assignment to him of certain goods and other property specified in the notice of motion were void as against the trustees, whether as trustees of the joint estate of the debtors, or as trustees of the separate estate of the debtor W. W. Holmes, and for the usual consequential directions; and that Weatherhead might pay the costs of, and incidental to, the motion. The case was opened before him on the 9th of July last by Mr. E. Tindal Atkinson as counsel for the trustees, Mr. West appearing as counsel for the respondents. Upon Mr. Atkinson's opening statement it appeared that the value of the property sought to be affected by the order to be made in the motion amounted to between £8,000 and £9,000. He therefore, felt it his duty, having regard to several recent decisions of the Court of Appeal restricting the exercise of jurisdiction under the 72nd section of the Bankruptcy Act of 1869, and especially the decision in *Armitage* v. *Learoyd*, to decline to hear the motion. Both parties, however, by their counsel urged him to hear the case, the trustees and Mr. Weatherhead being personally present and concurring in the request. Under those circumstances he consented to exercise jurisdiction and hear the motion, but required that a memorandum of the request should be put on the file of proceedings. The grounds upon which Mr. Atkinson relied as entitling him to the order asked were twofold—first, that the transaction was void under the Bills of Sale Act, 1878, inasmuch as the goods specified in the notice of motion as being in the custody of Messrs. Donnington & Co., of London; of Messrs. Drury, Jones, & Timberlake, of London; of Messrs. Edleston & Co., of Sowerby Bridge; and of Mr. G. W. Lupton, of Bradford, were, at the time of filing the petition for liquidation—namely, March 20, 1882—in the apparent possession of the debtors within the meaning of the Act. The affidavit of Weatherhead in opposition to the motion, and the exhibits there referred to, established the legal title of Weatherhead as transferee of the goods in question, and it was proved that all of them had been removed from the mill and premises occupied and used by the debtors for the purpose of their business at Baildon and Bradford to the warehouses and premises of the several depositees in London, Sowerby Bridge, and Bradford between the 21st and 26th of January, 1882. It was, however, contended that the warehouses and premises in which the goods were so deposited must be considered as buildings and premises used and occupied by the debtors for the purpose of their business. He was of opinion, however, that the evidence showed a complete transfer and assignment of the goods in question from the debtors to Weatherhead, and that the depositees held the goods on their premises as his agents. The premises of the agents in which the goods were so deposited would not be the premises of the debtors within the meaning of the Act. The objection, therefore, failed.

The second objection was that it amounted to a preference by the

insolvent firm of T. & W. W. Holmes, of Weatherhead, as a creditor, over the other creditors of the firm, and therefore to be deemed fraudulent and void as against the trustees, the firm having become bankrupt within three months of the transaction. At the close of the argument on the 9th of July last, it appearing from the documents relied on by Weatherhead as his title that as the transaction was with the firm of T. & W. W. Holmes, and not with W. W. Holmes in his individual capacity, it would probably become necessary to determine, before the motion could be disposed of, whether, on July 20, 1882, the debtor, T. W. Holmes, was a member of the firm as a partner, or whether W. W. Holmes was the sole member of the firm. Mr. West, on the part of Weatherhead, urged that it was immaterial to his client whether T. W. Holmes was a partner or not, because the money lent being trust money to the knowledge of the borrowing firm, whoever might then be the members, the firm, as borrowers, were equally liable to the trust; that the transactions of January 20, 1882, being with the firm, were only a restoration by the firm, *pro tanto*, of the trust fund, and therefore not a fraudulent preference on the 92nd section of the Bankruptcy Act, 1869. In support of this contention cases were quoted, and he had carefully considered those cases, but he was unable to find in them any authority for such a proposition as Mr. West insisted upon. In bankruptcy the only question was the legal relation of debtor and creditor. Questions of equity arising out of the character or conduct of the lender or borrower as affecting the interest of third parties were not matters of which any cognizance could be taken in bankruptcy. The trustee of a trust fund lent the whole or part of the trust fund to a person who knew that it was a trust fund, the one borrowing and the other lending money. The effect in bankruptcy was simply to create the relation of debtor and creditor, giving the lender the right of action against the borrower by an action followed by judgment in the Queen's Bench Division of the High Court, and enforced by execution if the debtor remained solvent. If he became bankrupt and his affairs were to be administered in bankruptcy, then the lender, coming into competition with the other creditors of the bankrupt, had his right of action converted into a right of proof. As it seemed to him, the lender had no other right. After citing cases which he held showed this, his Honour proceeded to state that Weatherhead's case must stand or fall treated as a transaction between debtor and creditor, and be brought to the test of the 92nd section of the Bankruptcy Act of 1869. And as to that it seemed to him that Weatherhead's title depended upon the right of W. W. Holmes to bind the property of the firm by his individual act, and he was not prepared to assent to Mr. West's further contention that if T. W. Holmes was, on January 20, 1882, a partner with his father, W. W. Holmes, in the firm of T. & W. W. Holmes, the title of Weatherhead would be complete without the concurrence, expressed or implied, of T. W. Holmes. He therefore came to the conclusion that the question of partnership must be determined preliminary to any order to be made on this motion. The question of partnership was one simply of fact, and regarding it he would have been anxious to have the assistance of a jury, but after the observations which fell from the judge in the case of *Ex parte Armitage, Re Learoyd*, a county court jury would not be a proper tribunal to try such a question in a case in which so large an amount was at stake. The proper tribunal for such a trial would be a jury of twelve persons, presided over by a judge of the High Court, assisted by the experienced counsel who attended either in the High Court or at the assizes upon such trials. That assistance he could not have, and he had therefore to consider the evidence and deal with it as well as he was able. He started with this proposition, that a person could not be made a member of a partnership without his consent. That consent, however, might be expressed or implied, the implication to arise from conduct or acts done by him properly referable to his character as a partner, from which persons having business transactions with the partnership would be justified in regarding him as a partner and responsible to them in that character. Participation in profit was *primâ facie* evidence of partnership, unless, however, it were shown to be referable to any other character. The mere representation by the party to another person that he was a partner would not make him a partner if he was not a partner in fact, though such a representation, if acted upon by the party to whom it was made, might estop the party making it from denying the fact of partnership to the prejudice of the party to whom the representation had been made, if he had acted upon the faith of it. This would dispose of that part of the trustees' case which rested upon mere representation, whether by T. W. Holmes or W. W. Holmes. He therefore proceeded to consider the evidence as to the fact of partnership. After going minutely through the evidence his Honour said he had come to the conclusion that there was no partnership in fact between T. W. Holmes and his father. He considered that the arrangement made by W. W. Holmes for his son's participation in the profits of the firm was merely a mode of increasing the salary of the son, a voluntary arrangement on the part of the father which the son could not enforce, and which the father could at any time terminate. There was an entry in the ledger made by Thos. Holmes in his last account—namely, up to May 1, 1870—which showed that a proportion of profits was adopted by the firm as a mode of increasing the salary of T. W. Holmes. The accounts for the year from May, 1869, to May, 1870, showed that after allowing five per cent. interest on the capital, the only profit on the year's transactions was £542, a portion of which Wm. Holmes, jun., and T. W. Holmes received, and it was described as a gift or bonus. That entry appeared to him to be a confirmation of the statement in the examination of T. W. Holmes, that he was told in the lifetime of Thomas Holmes that sums passed to his credit were so passed because the firm did not consider the salary paid to him sufficient for his services. The entry bore out the conclusion he (the judge) had come to, that a participation in the profits in this case was not in itself evidence of the existence of a partnership, but nothing more than a mode of increasing the salary. Treating the case, therefore, as one in which, on January 20, 1882, W. W. Holmes was the sole owner of all his property, of which the assets of the firm of T. & W. W. Holmes formed a part, the transaction between Weatherhead and him, which took place on that day, must be treated by the 92nd section of the Bankruptcy Act, 1869, regard being had to judicial decisions. The facts necessary to be ascertained in order to determine whether the transaction was void as against the trustees as trustees of the separate estate of W. W. Holmes were few and clear upon the evidence. First, it was clear that Weatherhead was a creditor of W. W. Holmes for money lent amounting to upwards of £20,000, for which he could bring an action, or was entitled to demand payment or security. The circumstances under which the debt was contracted and the demand made by Weatherhead on January 20, 1882, and his knowledge of the pecuniary position of W. W. Holmes at the time were material in determining the present question, and he would therefore refer to them. Weatherhead was, and had been for some years past, the sole surviving executor of the wife of Thos. Holmes. The will was dated July 4, 1867, testator dying on November 12, 1870. His Honour referred to the will, under which, he said, the executors, as trustees, had ample powers of management and large powers of investment, and, having stated that the total capital of the firm on May 1, 1871, was £74,994 10s. 4d., remarked that W. W. Holmes was aware of the provisions of his brother's will, and who were the parties interested under it, and that they had confidence in him as a wealthy man. Holmes borrowed money from the executors, and of the amount borrowed £11,465 10s. 9d. remained unpaid up to the date of the stoppage, together with a further sum of £9,335, which was borrowed at a later period. Whatever might be the consequences to the respondent as executor and trustee of his mode of dealing with the trust property, he (his Honour) was satisfied that he thoroughly believed that W. W. Holmes was a wealthy man, and that the trust property was not in jeopardy. He was further satisfied that Weatherhead was ignorant of the position of W. W. Holmes with the Yorkshire Banking Company, and of their dealings with him previous to January 20, 1882; and of any communications which had passed between W. W. Holmes and the banking company with reference to the debt due to him as executor. The executor's account had been kept with the Yorkshire Banking Company in the name of Samuel Weatherhead as sole surviving executor of Thomas Holmes, and the sums paid for interest from time to time by W. W. Holmes were paid by cheques drawn upon the banking account of the firm, and transferred to the credit of the executor's account, and afterwards drawn out again by cheques upon Weatherhead. Whatever the Yorkshire Banking Company might know of the accounts between Weatherhead and W. W. Holmes, Weatherhead knew nothing of the accounts between the banking company and W. W. Holmes. He was further satisfied that Weatherhead's position as trustee of the will of Thomas Holmes was first brought to his attention by receiving, on the 18th of January, 1882, the letter from Messrs Killick, Hutton, & Vint set forth in paragraph 11 of his affidavit, and that the steps he took in consequence thereof, and his object in taking them, were correctly stated in that affidavit. The result of Weatherhead's examination had not shaken his (the judge's) confidence in the evidence given by him, that he believed W. W. Holmes to be a man of wealth, and able to pay or give security for the debt, and that he obtained the transfers of the property for his own protection and for the benefit of the trust, but without any attention on his part or any belief that he was obtaining a preference over the other creditors of W. W. Holmes as an insolvent. He considered, however, that however free from any improper motive Weatherhead's conduct had been, and however strong his belief in W. W. Holmes's solvency, the terms of section 92 applied to the case. He was satisfied that on the 20th of January, 1882, Holmes was in an insolvent condition, although he was equally satisfied that Weatherhead did not know this. He had always been impressed with the conviction that the question whether a payment or security obtained by a creditor from an insolvent debtor was or was not void as a preference, depended upon the nice construction of the section to which he had referred, and not upon the law as established by decisions before the Bankruptcy Act, 1869. During the present year two decisions of the Court of Appeal had been cited before him which had placed the question upon what he always considered the proper ground—namely, the construction of the 92nd section, having regard to the true meaning of the words used in that section by the Legislature. These two decisions appeared to him to relieve the court in all cases of alleged fraudulent preference of any necessity to refer to any of the decisions from *Brown* v. *Kempton* to *Ex parte Topham* otherwise than as guides. The exposition of Lord Justice Baggallay, however, in one of the two cases above referred to, unfortunately opened again the question of mixed motive, which the very words of the Legislature, if they could have been made intelligible to the judicial mind, would have closed absolutely, and, as Mr. West urged upon the court in support of Weatherhead's case, that under the circumstances which appeared in evidence as to the promise obtained from W. W. Holmes by the banking company not to give any security to Weatherhead for the trust debt without first informing the bank, the dominant view of W. W. Holmes in making the transfer might fairly be considered a resolution on his part not to commit the injustice towards his own nephews and nieces and their trustees which a compliance with the request of the bank would have involved, rather than a wish to prefer Weatherhead as a creditor. Having referred to the facts in evidence which he thought might be regarded as bearing upon this matter, and to the correspondence between W. W. Holmes and the banking company which had been produced, the judge said that the knowledge of the fact of W. W. Holmes's indebtedness to Weatherhead as trustee would no

doubt make the bank very anxious to get their debt reduced by the most urgent pressure on W. W. Holmes, but they did not owe any duty to Weatherhead or his *cestui que trust*, and if they got payment or security they would get it with the risk that it might be challenged as a fraudulent preference, having regard to the knowledge which they possessed of the affairs of W. W. Holmes, and bearing in mind their own debt and Weatherhead's. He learned from Lord Justice Bowen's judgment, and had always considered that the questions which constituted a fraudulent preference were questions of fact, and were properly triable by a jury. As he was now upon the question of dominant motive, he was called upon to discharge the functions of a jury, from which, if he had no way of escape, he must, as Mr. Atkinson humorously reminded him, adopting the language of Lord Justice Bowen, "embark upon a dark and unknown voyage across an exceedingly misty sea." But he saw his way of escape by resorting to *Butcher* v. *Stead*, in which the payment was the voluntary spontaneous act of the debtor, and undoubtedly fraudulent on his part. It was made before the creditor could have demanded it, but being offered with the usual allowances for prepayment, the creditor, being ignorant of the fraudulent motive of the debtor and of his insolvency, was held to be protected by the proviso as being a payee in good faith, and for valuable consideration. He was well aware that the present Lord Chancellor differed from the other law lords, and foretold to his Honour's mind the frauds to which that decision had given rise. But he ventured to think that the objection to that decision rested upon the facilities it afforded to frauds by debtors when they initiated the transactions. But no such objection would apply to a case like the present. Here a *bonâ fide* creditor, having justifiable confidence in the solvency of his debtor, and believing him well able to pay or give satisfactory security for the debt, and having for a sufficient reason had his attention called to his position of liability to others if the debt remained unpaid or unsecured any longer, at once applied in good faith to the debtor in the assumption of his wealth and ability to pay or give security, and obtained partial security under the circumstances proved in this case. If the proviso were not applicable to this case it would be meaningless, and on that simple ground alone he dismissed the motion, with costs to be paid by the trustees. He might add, and he desired to add, that if the provisions of the Act of 1869 had been understood and applied by the Court of Appeal in their integrity, there never need have been a fraudulent preference by any debtor. That was reading the words exactly as they stood—"a view." And, if the Legislature could have been allowed to have been understood as meaning that which was well understood by lawyers, the difference between *a* and *the*—the difference between a gift of "*a* thousand pounds Consols" and "*the* £1,000 Consols now standing in my name"—the difficulty never would have arisen. He said that because, under the Act of 1869, if any debtor, knowing himself to be unable to pay, was being harshly pressed by a creditor whom he knew he could not pay without doing an injustice to others, his course was open, for by the Act he was at liberty to file a declaration of insolvency, which in itself would be an act of bankruptcy, or he might file a petition for liquidation, get a receiver appointed, and stop any creditor before he could get security on his judgment. He had gone through the case with particularity, not because he was unwilling to hear it, but having regard to the possible consequences of the decision, and because it might be the cause of appeal.

LEGAL APPOINTMENTS.

Mr. Edward Harry Adcock, solicitor, of Palmerston-buildings, Old Broad-street, E.C., and Craydon-road, Penge, has been appointed a Commissioner of the Supreme Court of Queensland. Mr. Adcock was admitted in Hilary Term, 1865.

Mr. Henry Barker, solicitor (of the firm of Barker, Son, & Yeoman), of Huddersfield, has been elected President of the Huddersfield Incorporated Law Society for the ensuing year. Mr. Barker was admitted a solicitor in 1858.

The Right Hon. Sir Richard Paul Amphlett, has been elected an Honorary Fellow of St. Peter's College, Cambridge.

Mr. John Cooper, solicitor, of Henley-upon-Thames, has been elected Town Clerk of the newly-incorporated Borough of Henley-upon-Thames. Mr. Cooper is clerk to the borough and county magistrates and to the Commissioners of Taxes. He was admitted a solicitor in 1847, and he is in partnership with his son, Mr. John Frederick Cooper.

Mr. George Henry Long, solicitor (of the firm of Long, Durnford, & Lovegrove), town clerk of the borough of Windsor, has been appointed Clerk to the Windsor Burial Board, in succession to the late Sir Henry Darvill.

Mr. Joseph Henry Farmer, solicitor, of Bootle, has been appointed Clerk to the Bootle-cum-Linacre School Board. Mr. Farmer is town clerk of the borough of Bootle. He was admitted a solicitor in 1881.

Mr. Reginald H. Barker, solicitor, of Hull, has been appointed Under-Sheriff of the Borough and County of Kingston-upon-Hull, and Mr. J. W. Sykes, solicitor, of 49, Old Broad-street, E.C., has been appointed Deputy-Sheriff.

Dr. Thomas Hutchinson Tristram, Q.C., who has been appointed Chancellor of the Diocese of Ripon, in succession to the late Dr. Swabey, was educated at Lincoln College, Oxford, where he graduated B.A., in 1850. He obtained the Boden Scholarship in 1848, and he subsequently proceeded to the degree of D.C.L. He was admitted a member of the College of Advocates in Doctors' Commons, in November, 1855, and he became a Queen's Counsel in 1881. He is the author of a work on Contentious Probate Practice, and (in conjunction with the late Dr. Swabey) of four volumes of Probate and Divorce Reports, and he was formerly one of the staff of the Weekly Reporter. He is also chancellor of the dioceses of London and Hereford, and commissary-general of the diocese of Canterbury.

Mr. Henry Mapleton Chapman, of the Principal Probate Registry of the High Court of Justice, has been appointed District Probate Registrar at Canterbury, in succession to Mr. George Shee, who has been appointed District Probate Registrar at Ipswich.

Mr. Bernard Harfield, solicitor, of Southampton and Lymington, has been appointed Under-Sheriff of the Town and County of the Town of Southampton for the ensuing year. Mr. Harfield is deputy-coroner for the Southampton Division of Hampshire. He was admitted a solicitor in 1879.

Mr. Isaac Bugg Coaks, solicitor, of Norwich, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Coaks is clerk to the magistrates for the Walsham and Blofield Divisions of the county of Norfolk. He was admitted a solicitor in 1854.

The Hon. Edward Chandos Leigh, Q.C., who has been appointed Counsel to the Speaker and Examiner of Recognizances, in succession to the late Sir Francis Savage Reilly, is the second son of the late Lord Leigh. He was born in 1832, and he was educated at Oriel College, Oxford, where he graduated second class in law and modern history in 1855. He was afterwards elected a fellow of All Souls' College, Oxford, and he was called to the bar at the Inner Temple in Hilary Term, 1859. He became a Queen's Counsel in 1881, and he has practised on the Midland Circuit and at the Parliamentary Bar. Mr. Leigh is author (in conjunction with Mr. Justice Cave) of a volume of Criminal Law Reports. He was recorder of Stamford from 1871 till 1881, when he was appointed recorder of Nottingham.

Mr. Arthur Rutledge, barrister, has been appointed Attorney-General of the Colony of Queensland in the new Administration.

Mr. George Bilsborrow Hughes, barrister, has been appointed Official of the Archdeaconry of London, in succession to the late Dr. Swabey. Mr. Hughes was educated at Jesus College, Cambridge, where he graduated as a junior optime in 1841. He was called to the bar at the Middle Temple in Michaelmas Term, 1853, and he is a member of the South Wales and Chester Circuit.

LAWYER MAYORS.

Mr. Kedgwin Hoskins Fryer, solicitor (of the firm of Fryer & Blakeway), of Gloucester, has been elected Mayor of that city for the ensuing year. Mr. Fryer was admitted a solicitor in 1838. He was till recently town clerk of Gloucester, and clerk to the county magistrates. Mr. Fryer has also been elected one of the city aldermen.

Mr. Robert George Raper, solicitor and notary (of the firm of Raper & Freeland), of Chichester, has been elected Mayor of that city for the fourth time. Mr. Raper is one of the city aldermen. He was admitted a solicitor in 1850, and he is district probate registrar, deputy registrar of the diocese and archdeaconry of Chichester, secretary to the Bishop of Chichester, clerk to the Commissioners of Taxes, and lecturer on Ecclesiastical Law at the Chichester Theological College.

Mr. Albert Kaye Rollit, LL.D., solicitor, of 12, Mark-lane, and of Hull and Cottingham, who has been elected Mayor of the Borough of Kingston-upon-Hull for the ensuing year, was educated at King's College, London, and he graduated at the University of London, B.A. in 1863, and LL.D. and Gold Medallist in 1866. He was admitted a solicitor in 1863, and he is registrar (jointly with his younger brother, Mr. Arthur Rollit) of the Hull County Court. Dr. Rollit has already served the office of sheriff of Kingston-upon-Hull.

Mr. Richard Wright Millington, solicitor (of the firm of Millington & Simpson), of Boston, has been elected Mayor of that borough for the ensuing year. Mr. Millington was admitted a solicitor in 1865.

Mr. Frederick Johnson, solicitor, of Faversham, has been elected Mayor of that borough for the ensuing year. Mr. Johnson was admitted a solicitor in 1868.

Mr. Thomas Grieves Mabane, solicitor (of the firm of Mabane & Graham), of South Shields, has been elected Mayor of that borough for the ensuing year. Mr. Mabane was admitted a solicitor in 1866.

Mr. John Tyas, solicitor, of Barnsley, has been elected Mayor of that borough for the ensuing year. Mr. Tyas is clerk to the Lieutenancy for the Staincross Division. He was admitted a solicitor in 1838.

Mr. Richard Nicholas Howard, solicitor, of Weymouth and Portland, has been elected Mayor of the Borough of Weymouth for the ensuing year. Mr. Howard was admitted a solicitor in 1858. He is coroner for the Island of Portland.

Mr. Francis Thomas Steavenson, solicitor, of Darlington, has been elected Mayor of that borough for the ensuing year. Mr. Steavenson was admitted a solicitor in 1861. He is solicitor to the Darlington School Board.

Mr. John Eustace Grubbe, barrister, has been elected Mayor of the Borough of Southwold for the thirteenth time. Mr. Grubbe was called to the bar at the Inner Temple in Trinity Term, 1841.

Mr. Edgar Bond, solicitor, of Eye, has been elected Mayor of that

borough for the second time. Mr. Bond was admitted a solicitor in 1839. He is an alderman for the borough, and is also registrar of the Eye and Diss County Courts.

Mr. Thomas Wilton, solicitor, of Bath, has been elected Mayor of that city for the ensuing year. Mr. Wilton is one of the city aldermen. He was admitted a solicitor in 1852, and he is in partnership with his sons, Messrs. John Gauler Wilton and Thomas Edmund Wilton.

Mr. Henry Thomas Trevanion, solicitor, of Poole and Bournemouth, has been elected Mayor of that borough for the ensuing year. Mr. Trevanion was admitted a solicitor in 1874.

THE NEW RULES OF THE SUPREME COURT.

The following paper on this subject was read by Mr. Learoyd, at the recent meeting of the Huddersfield Law Society:—The main objects aimed at by the new rules of the Supreme Court are to hasten and expedite legal proceedings, to remove technicalities, and materially reduce costs. If these ends are accomplished, I need not say the rules will be a boon to our clients, and therefore will be heartily welcomed by ourselves as their solicitors. Our system of jurisprudence has become little better than a scandal, the delays which have arisen have become intolerable, notwithstanding the reform in pleadings; technicalities have still been tolerated, and it has been no uncommon experience that at an early stage of litigation the subject-matter of an action has been one of secondary importance, and the main question has resolved itself into one of cost, and so much has this been so that gentlemen have dreaded a law suit and have rather submitted to wrong than resort to a remedy which was worse than the disease. Solicitors have also seriously suffered by the decrease of contentious business, and upon every ground an action at law has become a dark blot upon our jurisprudence. It will be impossible for me in the short time placed at my disposal to give anything like an exhaustive notice of the new rules. They require most minute and careful study, and I do not think time would be badly spent in the members of our society meeting and going through the rules minutely and discussing them. I have thought that I should best serve the interests of our society by confining my observations to a few leading questions. So far the new rules have not been minutely criticised; the main objection has been that time was not given for the consideration of them by the profession. I confess I do not sympathize with this view. The preparation of the rules occupied the attention of the judges for some years, and the framers of them have consulted with those who could best assist them. The rules will be best tested by actual practice, and defects can then easily be remedied. All the rules of the Supreme Court are now in one code. There were, until these rules came into operation, more than thirty sets of rules in operation. Since 1875 there have been thirteen different sets of rules brought into existence, averaging about two a year. These rules have given rise to an unpardonable amount of litigation, for from the Judicature Act, 1875, up to the end of 1882, there are no less than 724 reported cases upon practice questions, which are estimated to have cost about £60,000. Now, the whole of the rules under the Common Law Procedure Act, 1852, the Chancery Consolidated Orders, and under the Judicature Act are annulled, and the practitioner has only to refer to one volume for his guidance. There is one simple defect of form which I think might easily be remedied. The rules are placed under orders and numbers. This is productive of considerable inconvenience in reference, and it would be very much better that the rules should be continuously numbered, without being thus divided into orders, just the same as under the Bankruptcy Act, 1869. If further rules have to be added explanatory or emendatory of existing rules, this could easily be done by continuing the same number, and adding a letter of the alphabet. These, however, are small matters compared with the general operation of the rules. Happily, all technicalities in pleadings are now removed. Demurrers have received a death blow, and pleadings are placed upon something like an intelligible and common-sense basis. Rules *nisi* are abolished, and all applications to the court will be by motion upon notice. The main expectations and fears of the profession have been aroused with reference to pleadings, and though pleadings have to a large extent been abolished and simplified, yet pleading as a system continues. I cannot help thinking it would have been better to have abolished pleadings absolutely, and left particulars only to be delivered, but considering that the principle of pleading remains, the evil has been reduced to a minimum. In a large percentage of cases there is to be no statement of claim, and this is to apply in all cases where a writ has been specially indorsed. In other cases where a defendant demands a statement of claim, and there was no reasonable necessity for it, the costs will in any court be visited upon the defendant. Forms of pleading are given for guidance, and everything is done to provide against prolixity by visiting the costs of unnecessary length of pleadings upon the offender. There can now be no reason why, in almost every case, solicitors should not prepare their own pleadings. By taking this course considerable expense will be saved, and it is hoped that the members of the profession will assist each other in this direction, and that where a solicitor is in doubt as to his form of pleading he will consult a brother practitioner. Mere denial in defence is no longer admissible, but every allegation must be specifically denied, or is to be treated as admitted. A plea of never indebted will not be permitted, and if the defendant is indebted at all the extent of his obligation must be pleaded. Where a statement of claim is delivered a plaintiff is to be allowed to extend, alter, or modify the claim indorsed upon the writ, and these proceedings apply equally to proceedings in the chancery and the common law division. One or two difficulties arise which will no doubt receive judicial interpretation. Under order 20 the writ is the statement of claim; but where a statement of claim is delivered it is to be signed by counsel, if prepared by him. Will it be necessary for counsel to sign the indorsement upon the writ? Pleadings are not to be delivered during vacation. A specially-indorsed writ is declared to be a statement of claim. Can it therefore have been intended that a specially-indorsed writ should not be delivered during vacation? It would be bold to venture an opinion upon these questions, but they will easily be settled down in practice, and no doubt at once will be disposed of by judicial decision. Demurrers, as I have stated, are abolished, and all questions of law are to be raised upon pleadings; but where it is found that a question of law would dispose of the entire question between the parties, that may be set down for argument at any stage. It is now expressly provided that the court may make a declaration of right between parties whether any consequent relief is sought or not, so that in cases where no damage has arisen and a right simply is claimed, the court may determine upon it. A very important reform is effected with reference to admissions. Solicitors have frequently found that cases have gone to trial and large numbers of witnesses have been taken for the purpose of proving facts which, when the trial has come on, were not denied; and yet this could not be known before the trial. Now provision is made for one party to call upon the other to admit specific facts, and if these facts are not admitted, and upon the trial or by the taxing master it is considered that they ought to have been admitted, the cost of proving them will be visited upon the party who declined to make the admission. It is believed that this will be a most desirable reform, and will effect a great saving of cost. A serious blow has been given to the power of obtaining discovery by interrogatories, which, personally, I very greatly regret. Discovery still remains, but anyone seeking it is bound to make a deposit which cannot be less than £5, and may be considerably more. This obviously puts a poor man at a considerable disadvantage in litigation with a rich opponent. I believe that many of us in practice have found interrogatories have been the best means of putting an end to litigation. One party to an action has at once been able to see what was the case of his opponent, and very likely to discover some point fatal to his own case of which previously he had been in ignorance. To my mind it is very undesirable to have hampered in any way this proceeding, for though it has been attended with some cost I believe that on the whole it has been a great saving of clients' money. In the commencement of chancery actions, and in cases of petitions and motions, they are all to be assigned to one particular judge, to be selected not by the party but by an official, and all subsequent matters arising in the same business are to be assigned to the same judge. Many of us from the inconvenience which has arisen in petitions for winding up companies will know the benefit that will arise from this reform. Every solicitor is aware of the salutary reform which was effected by order 14, by which a defendant who really had no defence to an action for debt was prevented from dragging a plaintiff to trial, and thus incurring great cost in an undefended action. It has been in the power of solicitors to allow such actions to go to trial, but solicitors throughout the country are to be congratulated upon the most extensive manner in which they have availed themselves of this provision. Order 14 is now greatly extended, and is to include actions by a landlord to recover possession of property from a tenant upon the expiration of a notice to quit, and also to other forms of claims, so that practically no defendant is to be allowed in these actions to take a plaintiff to trial unless he has a reasonable case to be submitted to a tribunal. We may congratulate ourselves upon the fact that this reform extending the order to land has been made at the suggestion of the Incorporated Law Society. All solicitors are aware of the frightful waste of money there has been in administration actions. If any question has arisen with reference to the estate of a deceased person there has been no mode of disposing of it except by administering the entire estate in the Chancery Division, and the Court of Chancery has really encouraged parties to seek its aid. This has frequently arisen where there has been only one question between the conflicting parties, and the cost has been enormous. Now, happily, this evil is reformed, and there is now no necessity for a general administration action, and any question can be disposed of between parties without a general administration suit; and, now, under the Bankruptcy Act the insolvent estates of deceased debtors will be administered in bankruptcy, and not in the Chancery Division as heretofore. Provision is made for formal proceedings in actions to be assigned to one master, so that one master may have to deal with all proceedings in an action, instead of different summonses coming before different judges and masters who may know nothing of the facts. It is believed that this will be found to be beneficial. A summons for directions may be taken out for a great number of matters; thus the number of summonses will be reduced and costs reduced. It is evident that a serious blow is aimed at trial by jury, and it is believed that the effect of the rules will be that a very much larger percentage of cases will be tried by judge alone, for in all cases the trial is to be by judge unless the parties demand a jury; and it is also in the discretion of the court, even where parties have required a jury, to direct the trial by a judge. It is believed that this will not only be a professional but a public advantage. The outcry has been very great on the part of commercial gentlemen against being detained at assizes for a long time upon jury trials, and it is believed that justice will always be secured by the trial before a trained judge, who can at the same time deal with questions of law as well as questions of fact. The extent to which this power will be resorted to may pretty well be judged of by county court procedure. It is well known that any litigant in the county court may secure a jury upon payment of five shillings, but

in one year there were tried in the county court 631,647 cases without a jury, whereas only 981 cases were tried by a jury; that is to say, that in less than one action in 678 was the trial by jury. By order 36, very extended powers are also given to a judge as to referring actions to an official or special referee. It is anxiously hoped that this power will not be generally exercised, for nothing can be more annoying to a suitor or to his solicitors than to have prepared his case for trial, after all the expense for trial has been incurred, to be driven by the judge into a reference. It would seem that where the trial is before a judge and not a jury, there can be no justification for the exercise of this power. The orders relating to costs effect considerable reforms, and this question is essentially one of considerable interest to solicitors. Hitherto there have been two scales of costs, the higher and the lower, the higher scale being applicable to particular forms of action, which may have been simple in their character and involving nothing like the amount of labour which has attended many actions which have been remunerated upon the lower scale. Now a far more common-sense rule is provided by the higher scale being applied to all actions in which it shall appear to the judge that special grounds exist from the importance or weight of the case for the higher scale to be allowed, this regardless of the form of action. Difficulties will no doubt arise upon this provision. Upon which scale is a solicitor to charge his client in a litigation extending over a long period, and what will be the position of a solicitor who is supplanted by a change of solicitors? Some mode should, at an earlier stage than trial, be devised to fix upon the scale which is to apply. Many of the rules act very stringently, and I cannot help thinking too stringently upon solicitors. A sohcitor is already liable if he has been guilty of negligence towards his client, or if by reason of his negligence the client has been victimised in costs of an opponent, whereas considerable penal provisions are added, which are, to my mind, far too stringent, and the profession throughout the country ought to approach the Rule Committee upon the subject. An attempt has been made to fix the amount of charges in specific matters, such as instructions for brief, examination of witnesses, and so forth, but it has been found this was impracticable, and a general discretion has therefore been given to the taxing masters. This discretion is very wide indeed, and I venture to think there ought to be a ready appeal in the exercise of the masters' discretion, and that the rule should not be as now: that in matters of mere discretion the decision of the master is final. A very salutary provision is made so as to prevent the trial in superior courts of small actions, for it is provided that where a plaintiff recovers a sum not exceeding £50, he shall only be entitled to the same costs as in a county court action. The effect of this must be to send a large amount of litigation to the county court which has previously been disposed of in the superior courts, and thus increase the work of solicitors in this direction, because it will be observed that it is not where the amount sought to be recovered exceeds £50, but where that amount is recovered. The judges of the Supreme Court have thus mdirectly extended the jurisdiction of the county courts, which the Legislature has hitherto refused to do. Considering, however, the extent to which the county courts are already overburthened, and the extended jurisdiction conferred upon them under the new Bankruptcy Act, it seems obvious that further facilities will have to be afforded by county courts, and the time surely has arisen for the appointment of separate judges in large circuits for bankruptcy and equity work on the one hand, and common law work on the other, and the time, to my mind, has come for the appointment of solicitors to these judicial offices. Provision is made by the rules for an allowance of a specific sum in gross in lieu of an allowance by items, and it is hoped that this will be resorted to, the solicitor being allowed really for the value of his labour, instead of by the mere length or weight of his papers. This is a good leaf borrowed from the Solicitors' Remuneration Act. There are numerous other questions to which attention ought to be called if time would permit, but I have already occupied all the time available for me. I venture to think that on the whole the new rules are a decided reform for good, and there is no doubt that the members of our society will loyally endeavour to make these rules beneficial to their clients, and seek to further the efforts of those by whom the rules have been framed, because we shall find that in so far as we succeed in expediting litigation and reducing costs, to that extent shall we promote our own welfare and advance our professional prestige in the eyes of the public.

Mr. Gorst, Q.C., M.P., will leave England next week for India. He is invited to advise the Nizam, who comes of age, on the matter of the district of Berar, to which the Nizam makes a claim. Mr. Gorst will return to England in March.

The *Denver Law Journal* has the following trade report with reference to the divorce market in Colorado:—"An Indianopolis newspaper thus summed up the divorce market in that locality:—'Brisk competition among our local lawyers has brought down the prices of divorces. We quote:—Common separation, 15dols.; small alimony, 25dols.; large alimony, 50dols. to 100dols., according to circumstances. Business good and increasing.' Denver market in divorce better than that of Indianapolis. We quote:—Common separation, 25dols. to 50dols.; terms, 5dols. cash, if no more can be obtained, and risk of getting balance before suit ended taken. If parties engaged to be married and anxious for divorce, half of fee in advance, at least. The latter class increasing, prospective husband or wife paying fees. Three courts constantly at work grinding out decrees, under the influence of 'no publicity' advertisements in dailies. Divorce lawyers getting rich. Legality of divorce of no consequence; divorces obtained with lightning rapidity. Parties seeking divorce flocking to Colorado on tourist tickets. Non-resident divorces crowding local cases from the dockets."

SOCIETIES.

INCORPORATED LAW SOCIETY.

We are requested to publish the following correspondence:—

15, Walbrook, E.C., London, Nov. 5, 1883.

Dear Sir,—In view of the tremendous number of causes now waiting to be heard in all the courts, I shall be glad to know what steps (if any) the council intend taking with the view of getting more judges appointed to do the work.—Yours truly, EDMUND KIMBER.

E. W. Williamson, Esq., Law Institution, Chancery-lane, W.C.

Incorporated Law Society U.K., Chancery-lane, London, W.C., Nov. 10, 1883.

Dear Sir,—I am directed by the Council of the Incorporated Law Society to inform you that they have considered your letter of the 5th instant.

The council desire me to state that they do not at present see their way towards taking steps in the direction indicated in your letter.—I am, dear Sir, yours faithfully, E. W. WILLIAMSON, Secretary.

Edmund Kimber, Esq., 15, Walbrook.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

The following candidates were successful at the preliminary examination held on the 24th and 25th of October, 1883:—

Akerman, William Mason
Aller, John Lester
Amphlett, James
Ayre, Fearnley Fewson
Bairstow, Arthur
Baker, Herbert Hendra
Barlow, Thomas
Beetham, George Frederick
Bellingham, William Clarence
Benporath, Arthur Norman Laurence
Bishop, Edward Hopkin
Bishop, Richard Compton
Bishop, William Henry
Blackhurst, Alfred
Blackman, Arthur
Blagg, Francis Edward
Boatman, Tom
Bolton, John Edward
Brain, Henry
Brayshay, George Clark
Broomhead, George Heeley
Bros, Thomas Alfred
Brown, Alfred Charles
Brown, Edward Francis
Brunton, Edward Walter
Buchanan, John Penruddocke
Burton, John Jackson
Cadle, Harold
Calvert, John Henry
Carr, George Arthur
Caunce, John Caunce Linney
Chaloner, Thomas Osborne
Challis, Arthur John
Childs, Philip Arthur
Clark, Lewis William Trelawney
Collis, Frank Neeld
Cooper, Thomas
Crisp, Alfred Henry
Cromack, Charles
Crompton, Cuthbert
Crosbie, George Vertue
Davie, Herbert Ernest
Davson, George Ernest
Deakin, Francis Howard
De Gex, William Prockter
Dixon, Charles Edward
Douglas, Gustavus Gale
Dumas, Arthur Julien
Evans, Horace Temple
Evans, Thomas
Farmer, James Herbert
Few, Robert Ernald
Ford, Frederick James Girdlestone
Glubb, Albert de Castro
Goddard, Eugene Hill
Green, Richard Stanley
Gregson, Harold Strangeways Knight
Harris, George Beynon
Harris, Jonathan Edward
Harrison, John Mullens
Hart, Albert Denison
Hill, Arthur
Hill, John Ernest
Hobson, Alfred Edward
Holbrook, William John
Holder, Arthur Charles
Holden, Lawrence Neville
Iveson, Lancelot Crooke
Jagger, Frank Herbert
James, John James
James, Walter Leonard
Jenkins, Henry Martyn
Jones, Alfred Henry
Johnson, Thomas
Jones, Thomas David
Jecks, Harold Harry Robertson
Kendall, William Clark
Knowles, Marmaduke Redmayne
Lee, Charles William
Levett, John Arthur
Lewis, Charles
Lightfoot, Edward Lynch
Lindell, William Clement
Littlewood, Walter
Lodge, Albert Edward
Lush, Herbert
Mantle, Laurence Walter
Martin, William Henry
Mason, Robert Farrer
Maund, Arthur Arrowsmith
Mawer, Arthur Jefferay
Miller, George Ernest
Moore, Robert
Morgan, Lewis John Popkin
Myatt, Herbert William
Neate, Rayner Maurice
Newton, Oliver
Parkes, Albert Robinson
Pearce, Edward
Pearce, Stephen Seward
Pearce, William
Pearson, Edward Francis Sidney
Peele, Henry de Courcy
Penrice, Thomas Dawson
Phœnix, John
Piper, Donald
Poole, Walter Russell
Prall, Frank Tritton
Rawlinson, Thomas Arthur
Reynolds, Francis Jubal
Richardson, John Edward
Robottom, Herbert Charles
Rogers, Hywell Llewelyn
Rosser, David
Rowlands, Frederick
Rowsell, Charles Frederick
Shires, Edward Etches
Simpson, James John
Smith, James Edward Bedford
Standring, Walter

Stocks, Percy Fenwick	Tweedy, Arthur Clement
Stokes, Adrian Beatson	Waddy, William Arthur
Stone, Charles Cecil	Walter, Ernest George
Street, Allen Peter	Weller, Robert Fox
Sturdy, William Ernest	Whitaker. Robert Kidd
Swetenham, Edmund Arthur	White, James Fabian
Tackley, Charles Adolphus	Whitelocke, Charles Oliver
Taylor, John Percival	Williams, David Rhys
Taylor, Tom Robinson	Williams, William Henry
Thomas, Rhys Goring	Wilmot, Thomas
Thompson, John	Willmott, Francis Edgar
Thompson, Vincent	Wilson, William Henry
Thorneley, Samuel	Wood, Theophilus
Tindle, John Spoor	Woulfe, Harcourt Dudley
Titley, Charles Edward	Wynne, William Richard

UNITED LAW STUDENTS' SOCIETY.

The usual weekly meeting of this society was held in the hall of Clement's-inn, Strand, on the evening of Wednesday, November 14, Mr. H. J. Beall in the chair. There was a very large attendance of members. Mr. Spence moved as a subject for debate, "That suicide be no longer treated as a crime." An animated and interesting discussion followed, in which Mr. Keep, Mr. Bull, Mr. Munday, Mr. Bateman Napier, Mr. Oxley Forster, Mr. Snell, Mr. Eiloart, Mr. Yates, Mr. Kains-Jackson, and Mr. Mott Whitehouse took part. The mover replied, and on a division being taken, the motion was declared lost by one vote.

LIVERPOOL LAW STUDENTS' ASSOCIATION.

The fourth meeting of the session of this association was held on Monday evening, the 12th of November, at the Law Library, Mr. W. F. Wilson, solicitor, in the chair. Mr. Moxon opened the affirmative of the following subject, which was appointed for discussion:—"Is it desirable that marriage with a deceased wife's sister should be legalized?" Mr. Nield followed in the negative; and on the debate being declared open, a lengthened discussion took place, in which Messrs. Wilkinson, J. C. Lloyd, Lewis, Horrocks, Priest, and Sweney supported the affirmative, and Messrs. Hartley, E. W. Pierce, and A. W. Birkett the negative. Both the openers having replied, the question was put to the meeting, and decided in favour of the affirmative by a majority of sixteen. There were thirty-nine present.

LEEDS LAW STUDENTS' SOCIETY.

At a meeting held on the 12th inst., the following question was debated, "Is the issuing of a writ of ejectment, or the issuing of such writ followed by appearance of the defendant, equivalent to re-entry by the landlord?" Mr. W. Moss opened the discussion in the affirmative, giving a short review of the history of the modes of procedure for the recovery of land held adversely to the person having the right of possession, and cited the Common Law Procedure Act, 1852; *Tours* v. *Carter* (15 H. & W. 713); and subsequent cases confirming the principles there laid down, in support of his arguments. Messrs. H. Armstrong, solicitor, W. Foster, S. Peckover, and J. Wormald followed on the same side. Mr. P. H. Senior argued in the negative, and, though unsupported, made a determined stand against his opponents. Mr. R. B. Hopkins, solicitor, the chairman, then summed up the debate, and shortly, but in an exceedingly instructive and interesting manner, referred to the advantages to be derived from law students' societies, the general tendencies of legislation as affecting solicitors, and their position in the future. On being put to the vote, the question was carried in favour of the affirmative by a majority of five. A very cordial vote of thanks to Mr. Hopkins for presiding, brought the meeting to a close.

BIRMINGHAM LAW STUDENTS' SOCIETY.

At a meeting of this society, held in the Law Library, Bennett's-hill, James Marigold, Esq., in the chair, the question under discussion was:—"Ought marriage with a deceased wife's sister to be legalized?" Speakers in the affirmative:—Messrs. Streetly, Martineau, Marigold, Wakley, and A. H. Coley. Negative:—Messrs. Cochrane and Barrows. Owing to the late hour to which the debate was carried, the chairman put the question as soon as the openers had replied, when there appeared a large majority for the affirmative.

The present witness-box in the Lord Chief Justice's court is stated to be only a temporary one, and will shortly be replaced by one which will be fixed in front of the jury-box and nearer the bench. An additional chandelier has also been placed in this court, which is now one of the best lighted in the Royal Courts.

A "Midland Counties Solicitor," writing to the *Times*, complains that, although "'officers of the court,' more than one instance has lately occurred where a solicitor has been denied admittance by the officials who guard the entrances to the courts, and, in one case within my knowledge a solicitor—who required to speak to a counsel then in court—was denied admittance because he was not engaged in the case then being heard."

LEGAL NEWS.

Lord Coleridge, in addressing the Lord Mayor on the 9th inst., remarked:—"We have to receive you to-day in a building which at present has no history, and which, speaking as a free citizen of the republic of taste, I must say—speaking for myself individually—is uncharacteristic, unattractive, and inconvenient."

The most impressive compliment that has been paid to Lord Coleridge in this country, says the *Albany Law Journal*, was his reception by the Federal Supreme Court. The distinguished visitor was given a seat upon the bench during the hearing of a cause. The seat was next to the chief's right—that of Mr. Justice Miller, who temporarily took that of Mr. Justice Field, who was absent.

In responding to the toast of "Her Majesty's Judges," at the Lord Mayor's banquet on the 9th inst., the Master of the Rolls said the judges of England were not allowed to seek popularity. If he were seeking popularity, the most popular thing he could do would be to sit down at once. Judges were set apart to administer the law, with great indulgence when it was possible, with stern necessity when it was necessary, but always with justice. When they administered it with indulgence they found unpopularity with the austere. When they administered it with severity they found unpopularity with the philanthropic. When they administered the law with justice they offended those against whom justice was invoked, and in these cases they wished to be unpopular. The judges had other duties to perform besides the administration of the law. The absolute independence granted to them by the constitution of the country imposed upon them great responsibility. From the time when that absolute independence was given to the judges, more than a hundred years ago, there had been no spot upon their ermine. It could not be doubted that there were weak points in the law and in the administration of it, and it was their duty, when these blots were disovered, to assist in finding remedies, and he would say on their behalf that every assistance they could give would be given to make the law more perfect. But that would not be by leaps and bounds. Her Majesty's judges were much too old to either leap or bound; they must step warily according to their age. They would not bring about revolution; the Lord Chief Justice had not brought a revolution from America; if he could, he would not, and if he would, he could not. He found in America the common law of England administered in the same way as it is here; he found all the faults of the law of England as well as its virtues; and he found in America that the arrears were three times greater than they are in England. He found in America that law which, as a law and as it is administered, is the most merciful, gentle, and just law ever administered to any people in this world. Let us obey the law and be proud of our law, and as long as we are, this country will never fail.

At Maidstone, on the 9th inst., says the *Times*, before Lord Justice Fry, William Henry Hewitt and David Parks were indicted for forging a certain deed, dated July 6, 1881, purporting to be a mortgage of two plots of land, with houses on them, by David Parks to George Cresswell. There were other charges against the prisoner Hewitt. It appeared that Hewitt had formerly been a solicitor at Hastings; the prisoner Parks is a builder at Hastings. On June 29, 1879, Hewitt agreed to buy from a Mr. Catt the fee simple of four plots of land in Hastings. By this agreement one year was allowed to Hewitt in which to pay the purchase-money. This money was not paid by Hewitt until March, 1882. In December, 1880, Hewitt agreed to sell to Parks the same plots of land before he had paid Catt. Parks built two houses on these plots. In May, 1881, Parks executed a mortgage of these plots and houses to Hewitt for £630. Mr. Cresswell had been a client of Hewitt's, and was so at this time. Hewitt collected £650 due to Mr. Cresswell on a mortgage made by a certain Mr. King. Hewitt gave Cresswell a receipt for this £650, and then Cresswell asked him if he knew of a good investment, upon which he answered that he knew of one in Hastings, and took Cresswell down to see the plots and houses which Parks had agreed to purchase from Hewitt. Cresswell thought that these would be a good investment, and Hewitt told him that Parks would execute a mortgage on them if he would advance £650. Cresswell agreed to this. The deed, although promised by Hewitt, was not sent to Cresswell until he called at Hewitt's office; when there Hewitt handed him a deed purporting to be a mortgage of these house made by Parks to Cresswell. At the same time, Cresswell asked Hewitt for the title deeds of the land, and Hewitt pointed to some papers and said, "There they are, but I shall want them for a few days; can you leave them?" This Cresswell agreed to do, taking the mortgage deed, which bore the date of the 6th of July, 1881 (the subject of the indictment), with him. This deed was signed by Parks and witnessed by Hewitt, who had also prepared it; there were contained in it recitals that Parks had a good title to these lands and houses. In March, 1882, Hewitt prepared some more mortgages on the same property, and obtained Parks's signature to them. One of these last mortgagees instituted inquiries, when the former mortgages came to light, and the fact that Hewitt had no title to these lands at the time of selling them to Parks, and that Parks had no title to them when he mortgaged them to Cresswell. In March, 1882, Hewitt paid Catt the original purchase-money, and obtained conveyances from him of this land. It appeared that Parks had trusted Hewitt implicitly all through, and had been duped. Mr. Winch appeared for the prisoner Hewitt, and submitted, on the authority of *Reg.* v. *Ritson*, that there was no forgery of the deed, as the recitals were the only things false in the deed. Lord Justice Fry held that the signing of a deed containing a false recital, with intent to defraud, was forgery. The jury convicted Hewitt, and acquitted Parks. Hewitt was sentenced to six years' penal servitude.

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Brankšea Island Company, Limited.—Petition for winding up, presented Nov 6, directed to be heard before Bacon, V.C., on Nov 17. Cunliffe and Co, Chancery lane, solicitors for the petitioner

Duplex Electric Light, Power, and Storage Company, Limited.—Butt, J., has by an order, dated Oct 4, appointed Samuel Lovelock, 19, Coleman st, to be official liquidator

Howatson Patent Furnace Company, Limited.—Bacon, V.C., has by an order dated Nov 1, appointed William Slingsby Ogle, 90, Cannon st, to be official liquidator

London and Provincial Electric Lighting and Power Generating Company, Limited.—Chitty, J., has fixed Monday, Nov 19, at 12, at his chambers, for the appointment of an official liquidator

Perpetual and General Fire Insurance Company, Limited.—Petition for winding up, presented Nov 1, directed to be heard before Chitty, J., on Nov 17. Hoddinott, Finsbury pavement, solicitor for the petitioner

South African Syndicate Company, Limited.—Petition for winding up presented Nov. 6, directed to be heard before Chitty, J., on Nov 17. Smith and Son, Gresham house, solicitors for the petitioner

Sus and North African Trading Company, Limited.—Petition for winding up presented Nov 1, directed to be heard before Pearson, J., on Nov 17. Chapman, Pancras lane, solicitor for the petitioners

Zoedone Company, Limited.—Petition for winding up presented Nov 8, directed to be heard before Bacon V.C., on Nov 17. Heritage and Co, Clement's lane, solicitors for the petitioners

[*Gazette*, Nov. 9.]

Battersea and New Wandsworth Public Halls Company, Limited.—By an order made by North, J., dated Nov 3, it was ordered that the company be wound up. Lewis and Sons, Wilmington sq, solicitors for the petitioner

Cassel Tramway Company, Limited.—Creditors are required, on or before Dec 24 to send their names and addresses and the particulars of their debts or claims to Edward John Davis, Clement's lane. Wednesday, Jan 9, at 3 is appointed for hearing and adjudicating upon the debts and claims

Cassel Tramway Company, Limited.—Kay, J., has, by an order dated July 15, appointed Edward John Davis, Clement's lane, to be official liquidator

Figge Hydeo-Motor Company, Limited.—By an order made by Bacon, V.C., dated Nov 3, it was ordered that the above company be wound up. Peckham and Co, Knight Rider st, solicitors for the petitioner

Hadley, Sons, and Company, Limited.—Creditors are required, on or before Dec 7, to send their names and addresses, and the particulars of their debts or claims, to William Grimwade, 32, Queen Victoria st. Dec 17 at 12 is appointed for hearing and adjudicating upon the debts and claims

London and Provincial Electric Lighting and Power Generating Company, Limited.—By an order made by Chitty, J., dated Nov 3, it was ordered that the above company be wound up. Lindo and Co, Coleman st, solicitors for the petitioner

Merioneth Mining Agency Company, Limited.—Petition for winding up, presented Nov 8, directed to be heard before Kay, J., on Nov 23. Saffery and Huntley, Tooley st, agents for Hughes, Dolgelly, solicitor for the petitioner

Nathl. Holmes and Partners, Limited.—Petition for winding up, presented Nov 10, directed to be heard before Kay, J., on Nov 23. Montagu, Bucklersbury, solicitor for the petitioners

R. N. Cunningham and Company, Limited.—By an order made by Butt, J., dated Nov 1, it was ordered that the company be wound up, Bellamy and Co, Bishopsgate st Within, solicitors for the petitioner

South-Eastern Bonded Warehouses and Wharf Company, Limited.—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st. Friday, Jan 11, at 11, is appointed for hearing and adjudicating upon the debts and claims

South-East Wynaad Estates and Gold Mining Company, Limited.—By an order made by North, J., dated Nov 3, it was ordered that the company be wound up. Gregson, Throgmorton st, solicitor for the petitioners

South Hylton Iron and Steel Company, Limited.—By an order made by North, J., dated Nov 3, it is ordered that the voluntary winding up of the company be continued. Hickin and Graham, Serjeants' inn, Fleet st, agents for Clegg and Sons, Sheffield, solicitors for the petitioners

Staffordshire Rolling Stock Company, Limited.—By an order made by North, J., dated Nov 3, it was ordered that the company be wound up. Gregory and Co, Bedford row, agents for Addleshaw and Warburton, Manchester, solicitors for the petitioners

Staffordshire Union Bank, Limited.—By an order made by Chitty, J., dated Nov 3, it was ordered that the bank be wound up. Gregory and Co, Bedford row, agents for Addleshaw and Warburton, Manchester, solicitors for the petitioner

Yate Collieries and Lime Works Company, Limited.—By an order made by North, J., dated Nov 3, it was ordered that the company be wound up. Best and Co, solicitors for the petitioners

Yuba River Gold Washing Company, Limited.—By an order made by Bacon, V.C., dated Nov 3, it was ordered that the winding up of the company be continued, Sykes, Old Broad st, solicitor for the petitioner

[*Gazette*, Nov. 13.]

Unlimited in Chancery.

Heeley Freehold Land Society.—Bacon, V.C., has by an order dated Oct 30, appointed John Gregory, jun, Sheffield, to be official liquidator

[*Gazette*, Nov. 13.]

Friendly Societies Dissolved.

Bee of Glan Cynon Lodge, Philanthropic Institution Merthyr Unity Friendly Society, Welsh Harp Vaults, Aberdare. Nov 6

Friendly Men Lodge, Philanthropic Institution Merthyr Unity, Bridgend Inn, Tonypandy, Glamorgan. Nov 7

Friendly Society of Women, King's Head Inn, Thornley, Durham. Nov 6

Good Samaritan Lodge, Philanthropic Institution Merthyr Unity Friendly Society, Assembly Rooms, Hector Inn, Garnfach, Nantyglo, Monmouth. Nov 6

Keep in Hope Lodge, Philanthropic Institution Merthyr Unity, Boar Hotel, Treorchy, Glamorgan. Nov 7

Lamp of Ystrad Lodge, Philanthropic Institution Merthyr Unity, Alexandra Hotel, Petre, Ystrad, Glamorgan. Nov 7

Rose of the Valley Lodge, Philanthropic Institution Merthyr Unity Friendly Society, Pear Tree Inn, Rumney, Monmouth. Nov 6

Star of the East Lodge, Merthyr Unity Philanthropic Institution, Bunch of Grapes Inn, Pontypridd. Nov 7

[*Gazette*, Nov. 9.]

Brodorion Godre Eryri Friendly Society, Schoolroom, Bettws-y-Coed, Carnarvon. Nov 8

Cowpen Colliery Friendly and Benefit Society, Grey Horse Inn, Cowpen Quay, Northumberland, Nov 8

[*Gazette*, Nov 13.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

Bankart, Frederick, King's Langley, Herts, Gent. Dec 4. Bankart v Whittington, Chitty, J. Pugh, Raymond bldgs, Gray's inn

Clark, Joseph, Stanley st, Paddington, Gent. Dec 17. Lewis v Foster, Kay, J. Fladgate, Craven st, Strand

Hepburn, Thomas, Clapham common, Tanner. Nov 26. Hepburn v Cozens-Hardy, Kay, J. Harrison, New ct, Lincoln's inn

Wharton, Christopher, Batley, York, Gent. Dec 4. Mayman v Wharton, Chitty, J. Scholes, Dewsbury

Whitfield, John Lotherington, Kingston upon Hull, Corporation Foreman, Dec 4. Hookem v Whitfield, Chitty, J. Todd, Kingston upon Hull

Williams, Margaret, Sirhowy, near Tredegar, Monmouth, Innkeeper. Dec 4. Fenner v Jones, Chitty, J. Shepard, Tredegar

[*Gazette*, Nov. 6.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

Ball, Ancell, Spalding, Lincoln, Retired Physician. Nov 21. Maples and Son, Spalding

Beecroft, George, Leeds, Innkeeper. Dec 31. Middleton and Sons, Leeds

Beldam, Joshua, Bluntisham, Huntingdon, Retired Farmer. Nov 14. Cranfield, St Ives

Renwick, Caroline, Isleworth. Dec 1. Beale and Martin, Reading

Brown, Frederick, Witney, Oxford, Gent. Dec 13. Westell, Witney

Buckland, Rev Matthew Harvey, Staines, Clerk. Dec 1. Upton and Co, Austin-friars

Crossley, Arnold, Courtfield gardens, Cromwell rd, South Kensington, Esq. Nov 16. Wavell and Co, Halifax

Ellis, Edward, Cheetham hill, Lancaster, Engineer. Dec 31. Wood and Williamson, Manchester

Fisher, Mary Ann, Egham, Surrey, Beer Retailer. Dec 10. Drewe, Chertsey

Foa, Octave, Camden rd, Esq. Dec 31. Johnson and Co, Austin-friars

Foster, William Garrett, Tillotson place, Waterloo Bridge road, Fruit Salesman. Dec 13. Badham and Williams, Salter's hall ct

Furlong, John, Woolwich, Kent, Upholsterer. Dec 8. Sampson, Woolwich

Georgiades, Demetrius, Manchester, Merchant. Dec 4. Orford and Milne, Manchester

Glenister, Henry, Chesham Bois, Buckingham, Farmer. Dec 1. Cheese, Amersham

Green, John Philip, Middle Temple, Barrister at law. Dec 12. Blount and Co, King st, Cheapside

Harrison, Henry, Surbiton, Surrey, Esq. Dec 13. Robinson and Co, Lincoln's Inn fields

Hogg, Clara Joanna, Newcastle upon Tyne. Dec 31. Armstrong and Sons, Newcastle upon Tyne

Hogg, Mary Prikgle, Newcastle upon Tyne. Dec 31. Armstrong and Sons, Newcastle upon Tyne

Horsley, William, Leeds, Tobacco Manufacturer. Dec 20. Simpson, Leeds

Hutchinson, Isaac, Liverpool, Chief Superintendent of Markets. Dec 20. Toulmin and Co, Liverpool

Jones, Anne, Harborne, Stafford. Dec 20. Milward and Co, Birmingham

Macleod, Norman Turner, Blenheim road, St John's Wood, Ship Broker. Dec 1. Upton and Co, Austin-friars

Martin, James, Norwich, Gent. Nov 20. Bavin and Daynes, Norwich

Morgan, David, Penygoes Rectory, Montgomery, Clerk. Dec 1. Bishop, junr, Llandovery

Mullany, John, New Mills, Derby, Ironmonger. Dec 20. Horner and Son, Manchester

Nevell, Harriet, Lordship park, Stoke Newington. Dec 1. Child, William st, Albert Gate

Nevell, William, Eccleston st, Belgrave square, Grocer. Dec 1. Child, William st, Albert Gate

Newman, Rev Thomas Harding, Nelmes, near Romford, Essex, Clerk in Holy Orders. Nov 30. Lake and Co, New square, Lincoln's Inn

O'Neill, Jessy, Bath. Dec 12. Gibbs, Bath

Seaman, James, Nottingham, Lime Burner. Jan 26. Barber and Bowly, Nottingham

Smith, William Charles, Newport, Essex, Esq. Dec 29. Wade and Lyall, St Helen's place

Stearn, Benjamin, Elmsett, Suffolk, Farmer. Dec 1. Grimwade, Hadleigh

Tabois, Alfred, Shepherd's Bush, Gent. Dec 5. Howard and Shelton, Threadneedle st

Taylor, Sarah, Amblecote, Stafford. Nov 30. Addison, Brierley Hill

Ward, George Geff, Heybridge, Essex, Miller. Nov 24. Crick and Freeman, Maldon

West, Esther, Norwood, Surrey. Dec 1. Downing, Basinghall st

Winstanley, James, Liverpool, Wheelwright. Jan 1. Thompson and Shatwell, Liverpool

Wrightson, Robert, Sunderland, Durham, Merchant. Dec 10. Steel, Sunderland

[*Gazette*, Nov. 2.]

A prospectus has been issued of the "Courts of Justice Central Hotel (Limited)." The share capital of the company is £250,000, of which £150,000 is now offered for subscription, but it is not expected that more than £100,000 will have to be called up; the additional capital required will be raised as usual by debentures. It is proposed to erect a first-class hotel on a site which has been secured by the company in the Strand, nearly opposite the new Law Courts, and with an additional frontage to Arundel-street. The premises in Arundel-street, formerly used by the Temple Club, have been rebuilt within the last few years, and are arranged in such a way that the building may be adapted to the use of the hotel without entire reconstruction. It is therefore expected that the cost of the erection of the hotel will be proportionately diminished. Interest at the rate of five per cent. is to be paid during construction.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Nov. 19	Mr. Farrer	Mr. Koe	Mr. Merivale
Tuesday 20	Teesdale	Clowes	King
Wednesday 21	Farrer	Koe	Merivale
Thursday 22	Teesdale	Clowes	King
Friday 23	Farrer	Koe	Merivale
Saturday 24	Teesdale	Clowes	King
	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Nov. 19	Mr. Ward	Mr. Cobby	Mr. Carrington
Tuesday 20	Pemberton	Jackson	Lavie
Wednesday 21	Ward	Cobby	Carrington
Thursday 22	Pemberton	Jackson	Lavie
Friday 23	Ward	Cobby	Carrington
Saturday 24	Pemberton	Jackson	Lavie

HIGH COURT OF JUSTICE—QUEENS BENCH DIVISION.

MIDDLESEX.—MICHAELMAS SITTINGS, 1883.

(*Continued from page* 38.)

This list contains all actions entered in the Queen's Bench Division, in which notice of trial has been given, and also all actions in the Chancery Division, in which notice has been given of trial before a judge and jury; up to and including 2nd November, 1883.

The actions which have been entered but for various reasons are at present not ready for trial are omitted from this list. Such of them as become ready during the present sitting will be inserted as nearly as possible in their original positions.

When actions are settled out of court the solicitors concerned are particularly requested to withdraw the pleadings, as great expense and uncertainty are occasioned to the suitors in other causes by the maintenance in the list of actions not intended for trial.

LIST OF ACTIONS FOR TRIAL WITH JURIES.

125 Cropper (F Needham) v Warner (F W Henry)
126 Little (Ley and L) v Gray (Hatchett-Jones and L)
127 Jack (Learoyd and Co) v Hughes (Phillips and Son) SJ
128 Benn (E Kimber) v Thomas (W Norris)
129 Da Costa (G R Innes, Son and C) v The North Met Trams Co (H C Godfray) SJ
130 Parnell and anr (E H Smith) v Stedman (Digby and D)
131 Smith (Wright and P) v Colliver (W Benett)
132 Lond and Westmr Loan, &c Co limd (G J and P Vanderpump) v Bell and anr (G Godfrey)
133 Duncan (Hallowes, Price and H) v London and S W Ry Co (Bircham and Co)
134 Galsworthy and anr (M and H Turner) v Smith and Wife (Tyrrell, Lewis and Co)
135 Cottrill (A E Copp) v Hooper (Anderson and Sons) SJ
136 Johns (W F Morris) v Wilkerson (J W Sykes)
137 Hopton and anr (Lee, Ockerby and E) v Hunton (Blake and S)
138 Hallett (Rodgers and C) v Mackreth and anr (Munton and M)
139 Alexandre (S Whitehead) v Mogridge and anr (Vallance and V)
140 Curwen Bros (E Andrew) v Aylmer and anr (Vallance and V)
141 Allam (C A Cosedge) v Chisholm (R V Chilcott)
142 Baynes (Bordman and Co) v Gt Eastern Ry Co (W F Fearn) SJ
143 Quick and anr (Foss and L) v Merritt and anr (C Rogers, Son and R)
144 Bates (H W Cattlin) v North Metn Tram Co (H C Godfray) SJ
145 Grosvenor Bank limd (F A Rudall) v Longman and Co (Seagrove and W)
146 Kirby (F Norton) v Green (Fowler and Co)
147 Birch (H Holland) v Stidder (Thompson and D)
148 Toms (J Goren) v Dreyfus (Doyle and Sons)
149 Freeman (Letchworth and W) v Brind (Carr, F and C)
150 Dooling (Bordman and Co) v Southwark and Deptford Trams Co (H J Comyns) SJ
151 Flynn (Hurford and T) v Chatteris (E Norton)
152 Scharlack (Radford and F) v Haines (G B Howard)
153 Bennett (T S Cox) v Sherwin (E F B Harston)
154 Bellairs (Owles and C) v Tucker and ors (In person; Mc Diarmid and T) SJ
155 Campion (Same) v Same (Same) SJ
156 Mason (Same) v Same (Same) SJ
157 Ross (Same) v Same (Same) SJ
158 Talbot (Same) v Same (Same) SJ
159 Farrar (Farrar and F) v Field (Thomas and L)
160 Payne (T D Dutton) v Bowley and Son (Hall, K and Co) SJ
161 Bateman (Stevens, B and S) v Digby and ors (Digby and D)
162 Batchelor (Owles and C) v Gillespie (Tilson and J)
163 Levy (R H Ward) v Parker (Brown, Son and Co)
164 Waring (W Easton) v Midland Ry Co (Beale, M and Co) SJ
165 Weyers (J Holder) v Manchester Hotel Co limd (Fowler and P) SJ
166 Ellis and Co (H B Bell) v Whittaker (Peacock and G)
167 J L Brereton (Day and C) v Gt E Ry Co (W F Fearn) SJ
168 Butterworth (T C Russel) v Davis and anr (Houghton and B)
169 Priestman (Torr and Co) v Thomas and ors (Bell, S and S; Phelps, S and B) SJ
170 Schmidt (Poole, H and P) v Hudson (W Temple)
171 Wood (Wontner and Sons) v Donoughmore (Bolton and M)
172 Clarke (Wedlake and L) v W Barter and Co (Roberts and B)
173 Pritchard (G J Batters) v Brown (Morley and S)
174 Burke (Rundle and H) v Malta Ry Co (Lane, M and S)
175 Royle (G S Hare) v Beard and anr (F Fosa)
176 Fletcher (W Sweetland) v Schopfer (In Person)
177 Garner (Kays and J) v Waterhouse (Pawle and Co)
178 Brooks (E F Marshall) v Vickery (Carr and C)
179 Smallman (H G Smallman) v Wilcocks (A Lovett and Co)
180 Clark (W Justice) v Marks (G H Hall)
181 Williams and Co (Thos Beard and Sons) v Brown (R Helsham)
182 Summerhays (In person) v Burnell (S Toppin)
183 Richards (Eldred and B) v Bateman and Co (Hollams, Son and C)
184 Simpson (Wolferstan, A and J) v The North London Ry Co (Paine, L and P) SJ
185 Ableson (W Brewer) v King (G F Hird)
186 Engel (P Collings) v Edwards (N Bennett)
187 Swaine (H E Kisbey) v Stephens (Keene, M and B)
188 Wharton (Philpot and Son) v Boffin (C Mallam)
189 Vavasseur (Tatham, O and M) v Aylmer (C Gregory)
190 Humphreys (H Holland) v Browning, Wood and Co (Layton, Son and L)
191 Craig (Dangerfield and B) v Whistler and Co [Seaton 3rd party] (Wilkinson and Son; Haddon, W and Co for 3rd party)
192 Jefferies (F J Day) v Bolger and ors (W J Tittley)
193 Pawson, an infant (Bordman and Co) v De Clermont, Donner and Lee (Crafter and B)
194 Chennells (H Holland) v Chase (W Morris)
195 Smith (J Hands) v Bowen (Kingsford, D and Co)
196 Marsh (Tippetts and Son) v Hunt (T D Dutton)
197 Duff (Same) v Baker and anr (W Neal)
198 Lampen and anr (Hiokin and G) v Baxter and ors (A L Houlder)
199 Pearson (Woodard and H) v Ball (H Kimber and Co)
200 Percy (Fitch and F) v Hammond (T Beard and Sons)
201 Smith (C H Staniland) v Mitchell (J W Marsh)
202 Stokes (Moxley and D) v Mallard (Indermaur and B)
203 Garrett and ors (Routh, S and C) v Partington and anr (M H Lewis; Houghton and B)
204 Shipley (G L P Eyre and Co) v Bushell (J S Rubinstein)
205 Sassoon (Clarke, R and Co) v Lambert (Eardley, H and R)
206 Mersey Steamship Co limd (Flux, Son and Co) v Shuttleworth and Co (Hollams, Son and C) SJ
207 Brereton (Day and C) v The Gt Eastern Ry Co (W F Fearn) SJ
208 Humphrey (F G Cordwell) v Luetchford (M Shephard and Son)
209 Clark, Bunnett and Co limd (Renshaws) v Employers' Liability Assce Corpn limd (Watson, Sons and R) SJ
210 Smallman (H G Smallman) v Aylmer and anr (Vallance and V)
211 Smith (Pyke and M) v Drummond (Fladgate, S and F)
212 Black (R Furber) v Lovering (M Abrahams, Son and Co) SJ
213 Foat (Noon and C) v The Corpn of Margate (Duncan, W and G)
214 Lundie (Linklater and Co) v Cardew (Lumley and L) SJ
215 Todd and anr (Seagrove and W) v Jones (Caister and S)
216 Neville (H B Clarke and Son) v Bristowe (Arnold and H)
217 Le Fleming (Underwood, Son and P) v Case (Rooks and Co)
218 French (Shum, C, C and P) v P and O Steam Navigation Co (Freshfields and W) SJ
219 Anatole (R H Ward) v Simon (T O Dear)
220 Bennett (Donithorne and E) v Redward (A W Mills)
221 Fardell (W Batham) v Pickford and Co (Beard and Sons)
222 Balls (J C Scard) v Jope (N White)
223 Williams and Co (Carritt and Son) v C G Pfander, E Johnson, and G P Swinburne and Co (Vallance and V)
224 Simmons (A Abrahams and Co) v Saurin (Jones, B and Son)
225 Irwin (Shum, C, C and P) v Heath and ors (Walker, Sons and F; Newman and Co; and in Person)
226 Evershed (Keene, M and B) v Cruse (W F Summerhayes)
227 Neill (Badham and W) v Gwynne and Co (R Bridger)
228 Fox (J E Fox) v Carpenter (Winter and Co) SJ
229 Turner, Nott and Co (Torr, J, G and O) v Alexander and Co (Hollams, Son and C) SJ
230 Langton (A W Hurrell) v Lemon (J A Parry)
231 Lemon (J A Parry) v Langton (A W Hurrell)
232 Spencer (C A Cosedge) v Baaden and anr (C Etherington)
233 Morris (H C Morris) v Aylmer (Vallance and V)
234 Carter and Co (C F B Birchall) v De Pass (A F Church)
235 Edison's Indian and Colonial Electric Co limd (Bircham and Co) v Isaacson (Newman, S and H)
236 Boaler (A K Common) v Boyes (W Bohm)
237 Batonnier (E C Kilsby) v Spence (Ellis, M and Co)
238 Davies (R Davies) v Balguy (Duffield and P)

(*To be continued.*)

239 Henry (W H E Stone) v Crowdy (G Whale)
240 Gillett and ors (Harvey and Co) v Marshall (T H Bartlett)
241 Hayne (W W Hayne) v Preston (J A Wild) SJ
242 Same (Same) v Abbott (Same) SJ
243 London Scottish, &c Society (Harries, W and Co) v Chorley and ors (Crawford and C)
244 Kay (C A Cosedge) v Tyser and anr (A T Hewitt)
245 Metzler and Co (Chappell, Son and G) v Jewell (W F Morris)
246 Willcox (H Savidge) v Gt Eastern Ry Co (W W Fearn) SJ
247 Ashby (Smith, S and C) v Sparrow and ors (Mills, L and M)
248 Densham (Dod and L) v Sutton (W Rawlins)
249 Claparéde and Co (Johnson, U B and A) v Commercial Union Assce Co (Hollams, Son and C) SJ
250 Leigh (A C Lewis) v Santley (Lewis and L)
251 Cook (Ewen and R) v Johnson (In Person)

LIST OF ACTIONS FOR TRIAL WITHOUT JURIES.

Including those Transferred from the Chancery Division by Order.

One or more Judges will sit for the Trial of these Actions on days to be named, of which due Notice will be given.

21 Milner's Safe Co, limd (Paddison, Son and Co) v G Turner and Son (Morley and S)
22 Plowman (J Fraser) v Endcox (Nash and F)
23 Sandeman and ors (Boulton, Sons and F) v Amies (J B Barrett)
24 The Met Board of Works (R Ward) v The Willesden Local Board (S Tilley)
25 Societe Generale de Paris and anr (M Abrahams, Son and Co) v Tramway Union Co limd and ors (Miller, S and B)
26 Newlands (J H Johnson) v Hubback (Vallance and V)
27 Pleasants and ors (Johnston, H and P) v East Dereham Local Board (E Doyle and Sons)
28 The Gas Light and Coke Co (Bedford and M N) v Vestry of St Mary Abbotts, Kensington (Pontifex and P)
29 Croysdale (J H Johnson) v Fisher (Monkton, L and G)
30 Neil (Jennings and F) v Morris (R B Johnson)
31 The Metropolitan District Ry Co (Baxters & Co) v Metropolitan Ry Co (Fowler and P)
32 Vale (Sharpe, P P and S) v Adcock (Hadley and G)
33 Barber (York and W) v Ferguson (Freeman and B)
34 Shum (W Horsley) v Hartley (J S Solomon)
35 Brown, Janson and Co (Darley and C) v Alston (C E Lacey)
36 Arthurton, trading &c (Fowler and Co) v Page (Peacock and G)
37 Lloyd (Carr, F and C) v Gatti (Poole, A and P)
38 Marsh (Johnson and W) v The Guardians of the Poor of the Sheffield Union (Pitman and Sons)
39 Heywood (C W Stevens) v Bishop of Manchester (S Dunning)
40 Richards (Trinders and Romer) v Seaver and anr (H A Dowse)
41 Chrystie (Park Nelson, M and G) v Wyatt (R Kingdon)
42 Wright, trustee, &c (Emmet, Son and S) v Watson and Dickens (J W Sykes)
43 Taylor (T E Watkin) v Collier and Co (Leathes and M)
44 Bateman (Reed, L and R) v Hill and Co (F A Cole)
45 Dunn (G R Rogers) v Tams (J J Harlow)
46 Kirby (Gedge, K and Co) v Hillman (Sharpe, P and Co)
47 Jackson v Astley
48 Newstead (Evans, F and Co) v Tennant (Williamson, Hill and Co)
49 Ebbetts (Clarke and Calkin) v Booth (Whittington, Son and B)

50 Boughey (Prior, B and Co) v Booth (In Person)
51 Davis (C A Enos) v Lambert (Rook and Son)
52 Ling (H J V Philpott) v Roy Exchange Assoc Corpn (E J Rickards)
53 Smith (Paddison, Son & Co) v Harris (H A Dowse)
54 Ellis (J C Attenborough) v Clayton (G Bonnor) 1st action
55 Same (Same) v Same (Same) 2nd action
56 Goodman and Co (Alsop, Mann and Co) v Pitcairn (F A Rudall)
57 Natl, &c, Building Socy (E Chester) v Smith (R V Chilcott)
58 Davis (Clarke, W and R) v Weston (Gedge, K and Co)
59 Silverberg (S Solomon) v Harris (A Abrahams and Co)
60 Forder v Pugh
61 Stubbs (Ullithorne, C and V) v Lewis (J Evans)
62 Same (Same) v Jones (Same)
63 Lea Conservancy Board (Gedge, K and Co) v The Myor, &c of Hertford and ors (J N Mason; Tucker and L)
64 Sir Rowland Hill and ors (Bischoff, B and Co) v Managers of the Met Asylum District (Few and Co)
65 Davis (Patey and W) v Feldman (H E Kisbey)
66 Ransome (Benham and T) v United Asbestos Co, limd (Ashurst, M C and Co)
67 Caesiani (Deane, Chubb and Co) v Tretter (W B Brook)
68 Brown (Torr, J and Co) v Inskip (Iliffe and Co)
69 Carter (Pritchard, E and Co) v Varley (H B Clarke and Son)

(*To be continued.*)

SALES OF ENSUING WEEK.

Nov. 20.—Messrs. Chinnock, Galsworthy, & Chinnock, at the Mart, at 1 for 2 p.m. Life Interests and Policies (see advertisement, Nov. 3, p. 16).
Nov. 22.—Mr. Perkins, at 75, Tooley-street, at 12 a.m., Office Furniture (see advertisement, this week, p.4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Bohn.—Nov. 13, at 142, Holland-road, W., the wife of Henry Bohn, barrister-at-law, of a daughter.
Goode.—Nov. 8, at Hillside, The Park, Highgate, the wife of John Goode, of Lincoln's-inn, barrister-at-law, of a son
Graham.—Nov. 13, at 37, Wellington-road, St. John's-wood, N.W., the wife of William J. Graham, solicitor, of a daughter.

MARRIAGE.

Jones—Roxburgh.—Nov 10, at Holy Trinity Church, Paddington, by the Rev. Alfred Ainger, Reader of the Temple, assisted by the Rev. Henry Thompson, Vicar of Aldeburgh, Suffolk, T. W. Carmalt Jones, M.A., F.R.C.S., Edin., of 6, Westbourne-street, Hyde Park, eldest son of the late Thomas Jones, Q.C., to Helen, eldest daughter of Sir Francis Roxburgh, Q.C.

DEATH.

Fullagar.—Nov. 6, at 6, Renfrew-road, Kennington, Walter Home Fullagar, solicitor, aged 56.

LONDON GAZETTES.

Bankrupts.

Friday, Nov. 9, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Burton, Peter, Batoum gdns, Hammersmith. Pet Nov 6. Murray. Nov 22 at 11.30
Evans, John, Chryssell rd, Brixton, Cowkeeper. Pet Nov 5. Brougham. Nov 20 at 12
Harries, George Chalie, Park st, Grosvenor sq. Pet Nov 7. Brougham. Nov 27 at 11
Jordan, Henry, Finchley rd, St John's Wood. Pet Nov 7. Brougham. Nov 20 at 12.30

To Surrender in the Country.

Ferris, Rachel Cairnie, Bath. Pet Nov 7. Robertson. Bath, Nov 20 at 3
Franklin, John Henry, Brighton, Wine Merchant. Pet Nov 6. Jones. Brighton, Nov 28 at 12
Salsbury, George, Greenwich, Carver. Pet Nov 6. Pitt-Taylor. Greenwich, Nov 20 at 1
Stanier, Sarah Helen, Congleton, Chester, Hotel Keeper. Pet Nov 5. Yates. Macclesfield, Nov 22 at 10.30
Walker, George Frederick, Nottingham, Seedsman. Pet Nov 1. Patchitt. Nottingham, Nov 20 at 12

Tuesday, Nov. 13, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Laver, Francis Scott, Abbey st, Bermondsey, Dairyman. Pet Nov 9. Hazlitt. Nov 28 at 12.30
Smith, Thomas, Nottingham st, Bethnal Green, Grocer. Pet Nov 8. Pepys. Nov 28 at 12

To Surrender in the Country.

Best, William Martin, Stockton on Tees, Solicitor. Pet Nov 6. Crosby. Stockton on Tees, Nov 23 at 2.30
Bryant, William, Bristol, Butcher. Pet Nov 8. Harley. Bristol, Nov 26 at 2
Burgan, John Alfred, Moseley, King's Norton, Worcester, Banker's Manager. Pet Nov 9. Cole. Birmingham, Nov 26 at 2
Chamberlain, Walter, Ilkley, York, Licensed Victualler. Pet Nov 8. Marshall. Leeds, Nov 28 at 11
Charlton, Samuel, jun, and James Charlton, Manchester, Chemical Manufacturers. Pet Nov 8. Lister. Manchester, Nov 26 at 12.30
Morris, Richard Marshall, and Thomas Showler Morris, Scarborough, Wine Merchants. Pet Nov 9. Woodall. Scarborough, Nov 27 at 3
Porritt, James Edward, and Atton Joseph Norman, Burton on Trent, Brewers. Pet Nov 8. Goodger. Burton on Trent, Nov 28 at 12
Price, Henrietta Louisa, Margate, Boarding House Keeper. Pet Nov 9. Furley. Canterbury, Nov 30 at 12.30
Purton, Allen, White Horse rd, Croydon, Grocer. Pet Nov 9. Rowland. Croydon, Nov 30 at 3
Wright, Joseph, Ulceby, Lincoln, Clerk in Holy Orders. Pet Nov 8. Daubney. Great Grimsby, Nov 29 at 12.30

BANKRUPTCIES ANNULLED.

Friday, Nov. 9, 1883.

Haigh, John, and Joseph Haigh, Honley, York, Colliery Proprietors. Oct 27

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

Friday, Nov 9, 1883.

Abrams, Julian Moses, Aldermanbury, Merchant. Dec 12 at 2 at office of Phelps and Co, Gresham st
Archer, George James, Walsall, Saddler. Nov 23 at 12 at office of Crump, Bridge st, Walsall
Ascroft, George, Henry Augustus Robinson, and James Wilson, Liverpool, Timber Merchants. Nov 22 at 3 at office of Wills and Co, Cable st, Liverpool
Atkinson, William, Middlesborough, Provision Merchant. Nov 20 at 2 at office of Sewell, Grey st, Newcastle upon Tyne
Bainbridge, Thomas, Birkenhead, Plumber. Nov 19 at 2 at office of Hannan and Pugh, Duncan st, Birkenhead
Banfield, Currie, Egham, Surrey, Licensed Victualler. Nov 28 at 2 at Swan Hotel, Egham Hythe, Egham. Saxton and Morgan, Somerset st, Portman sq
Bauer, Christian, South Bermondsey, Baker. Nov 29 at 3 at office of Foster, Brunswick sq, Bloomsbury
Bayldon, John Talbot, Croydon, Zinc Worker. Nov 22 at 2 at office of Arnold, Townhall chbrs, Southwark
Brooks, Joseph Alfred, Dudley Port, Stafford, Commission Agent. Nov 20 at 11 at office of Tinsley, Priory st, Dudley
Broome, Thomas, Newport, Glass Dealer. Nov 26 at 11 at office of Joyce, Lugley st, Newport
Burkitt, Reuben Lancelot, Wolverhampton, Stafford, Hardware Merchant. Nov 26 at 3 at Midland Hotel, New st, Birmingham. Gatis, Wolverhampton
Caparn, Robert Cecil, Walsall, Stafford, Confectioner. Nov 20 at 11 at office of Evans, Bank chbrs, the Bridge, Walsall
Clarkson, Edward, Colchester, Essex, Saddler. Dec 3 at 12 at Law Institution, Chancery lane. White, Colchester
Cook, George, Kingston upon Hull, Mineral Water Manufacturer. Nov 20 at 2 at office of Chambers, Scale lane, Kingston upon Hull
Cordingley, Fred, Stanningley, Bradford, Warehouseman. Nov 21 at 11 at office of Tunnicliffe, Market st, Bradford
Cree, James, Denton, Lancaster, Machinist. Nov 26 at 3.30 at office of Horner, Clarence st, Manchester
Crossley, William, Ripon, York. Licensed Victualler. Nov 22 at 3 at office of Lodge and Rhodes, Park row, Leeds
Dancocks, Walter Vincent, Goldhawk rd, Hammersmith, Dairyman. Dec 3 at 4 at 383, Goldhawk rd, Hammersmith. Scott, Gt George st, Westminster
Dansie, Thomas, Chumleigh st, Albany rd, Camberwell, Commercial Traveller. Nov 17 at 2 at office of Fowler, Dowgate hill
Darbishire, George Stanley, Manchester, Merchant. Nov 27 at 3 at office of Withington and Co, Verulam chbrs, Spring gdns, Manchester
Davies, Arthur, Glasshouse st, Regent st, Boot and Shoe Maker. Nov 23 at 3 at office of Ward, Walbrook
Davis, Jonas, Saint George, Gloucester, Engineer. Nov 21 at 3 at office of Brown, Corn st, Bristol
Dixon, Fanny, Brighton, Grocer. Nov 29 at 3 at office of Buckwell, New rd, Brighton
Edmonds, George, West Ham, Essex, Builder. Dec 3 at 3 at office of Browne and Co, Queen st, Cheapside. Wild and Co, Ironmonger lane
Edwards, Walter Belsey, Wood Green, Chemist. Nov 26 at 2 at office of Layton and Co, Budge row
Etches, John Clifford, Wistaston, nr Nantwich, Chester, Farmer. Nov 28 at 3 at office of Cooke, Temple chbrs, Oak st, Crewe
Ferrari, Guiseppe, Ealing, Confectioner. Nov 20 at 2 at office of Martin and Farlow, Newgate st. Farlow and Jackson, St Benet pl, Gracechurch st
Fletcher, Rev. John Joseph Knox, Brockley, Somerset. Nov 24 at 11 at office of O'Donoghue and Anson, St Augustine's parade, Bristol
Foster, George Alfred, Aston, Warwick, Beer Retailer. Nov 19 at 12 at office of Jagger, Colmore row, Birmingham
Gower, James Peter, Eastcheap, Tailor. Nov 27 at 12 at office of Savidge, Eastcheap
Gregor, John Balfour, and John James Gregor, Liverpool, Poultry Dealers. Nov 22 at 2 at office of Copeman, Dale st, Liverpool
Hall, William, Leeds, Boot Manufacturer. Nov 22 at 2 at Law Institution, Albion pl, Leeds. Cousins, Leeds
Hardwick, Robert, Leeds, Draper. Nov 22 at 3 at office of Blacklock, Albion st, Leeds
Ingram, Thomas, Coventry, Hatter. Nov 20 at 12 at King's Head Hotel, Coventry. Overell and Co, Coventry
Johnson, George William, Wilmington sq, Clerkenwell, Wholesale Jeweller. Nov 28 at 2 at office of Mann, Essex st, Strand
Kemp, Edward, Levens, Westmorland, Farmer. Nov 23 at 10 at office of Watson, Stramongate, Kendal
Kempson, William Collins, Kingswinford, Stafford, Draper. Nov 20 at 3 at office of Homfray and Holberton, High st, Brierley hill
King, Thomas, South Norwood, Hardware Agent. Nov 23 at 3 at office of Tanner and Co, Chancery lane. Grayston, Chancery lane
Laight, George John, Slough, Coachbuilder. Nov 21 at 11 at office of Barrett and Dean, High st, Slough
Lawrence, William, Nottingham, Professor of Music. Nov 26 at 11 at office of Truman, Poultry arcade, Nottingham
Leese, George, Manchester, Hardware Dealer. Nov 24 at 10 at 10 at office of Simpson, Princess st, Manchester
Mallett, Robert Frederick, Norwich, Insurance Clerk. Nov 23 at 3 at office of Nicholls and Leatherdale, Old Jewry chbrs. Emerson, Norwich
McCartney, Alexander, and Thomas James Bradley, Leeds, Tailors. Nov 23 at 11 at office of Shaw, Albion st, Leeds
Mellor, William Moseley, Liverpool, Cotton Broker. Nov 26 at 2.30 at office of Gill and Archer, Cook st, Liverpool
Millard, James, Newcastle upon Tyne, Builder. Nov 22 at 3 at office of Francis and Bates, Collingwood st, Newcastle upon Tyne
Moore, John Henry, Duncan st, Hackney, Gelatine Manufacturer. Nov 27 at 3 at office of Jaquet and Co, South st, Finsbury sq
Muskett, Thomas William, Norwich, Hosier. Nov 26 at 12 at 6, London st, Norwich. Mills, Norwich
Nicholson, John, sen, and John Nicholson, jun, Bradford, Stationers. Nov 21 at 11 at Law Institute, Piccadilly, Bradford. Terry and Co, Bradford
Passmore, William, Monchard Bishop, Devon, Timber Merchant. Nov 23 at 11 at office of Roberts, Gandy st, Exeter
Pease, William, Rayleigh, Essex, Farmer. Nov 22 at 11.30 at office of Tanner, Circus pl, Finsbury sq
Philipowitz, Herrmann, Kimpton rd, Camberwell, Baker. Nov 16 at 3 at office of McMillis, Chancery lane
Pratt, William, Cardiff, Grocer. Nov 26 at 12 at 19, Duke st, Cardiff. David, Cardiff
Pring, Edwin Henry, Bristol, Livery Stable Keeper. Nov 21 at 12 at office of Evans, Exchange bldgs East, Bristol
Read, William, Blackpool, Fruit Dealer. Nov 26 at 2 at office of Ward, Clifton chbrs, West st, Blackpool
Russon, William, Birmingham, Grocer. Nov 23 at 11 at office of Phillips, Old sq, Birmingham
Shirley, William, Bursiem, Druggist. Nov 20 at 11 at 53, Newcastle st, Bursiem. Alcock, Bursiem
Smith, John, Aldborough, York, Farmer. Nov 23 at 1 at office of Paley and Buckle, Petergate, York
Stalker, Robert James, Liverpool, Timber Merchant. Nov 26 at 3 at office of Pemberton and Co, Harrington st, Liverpool

Sumter, Robert, Bradford, Watchmaker. Nov 21 at 3 at office of Wright, Kirkgate, Bradford
Sykes, William Henry, Chain Marsden, York, Waste Dealer. Nov 21 at 3 at office Welsh, Queen st, Huddersfield
Taylor, Joseph, King's Norton, Stamper. Nov 21 at 3 at office of Hadley, Waterloo st, Birmingham
Travers, William John, Cardiff, Grocer. Nov 20 at 12 at 19, Duke st, Cardiff. Davis, Cardiff
Walker, Thomas Frederick, Claremont rd, Cricklewood, Builder. Nov 23 at 2 at Inns of Court Hotel, Holborn. Gush and Co, Finsbury circus
Westbrook, Alfred, Lee, Grocer. Nov 22 at 2 at 146, Cheapside. Pearce and Sons, Giltspur st
White, James Marsh, Gorton, Lancaster, Grocer. Nov 27 at 3 at office of Turner, King st, Manchester
White, Josiah, Birmingham, Safe Maker, Nov 19 at 3 at office of Sargent, Bennett's hill, Birmingham
Wiegand, Henry August, Mile End rd, Baker's Manager. Nov 27 at 2 at office of Harrison and Co, Cannon st. Watson and Wheatley, Leadenhall st
Worswick, Elizabeth, Waterfoot, nr Manchester, Licensed Victualler. Nov 23 at 3 at Royal Hotel, Waterfoot. Wright, Bacup, nr Manchester
Wright, Emma, Hitchin, Hertford, Boot and Shoe Maker. Nov 19 at 3 at office of Hawkins and Co, Hitchin
Yates, Joe, Zennor rd, Clapham pk, out of business. Nov 19 at 2 at Masons' Hall Tavern, Masons' avenue. Fowler and Co, Borough High st, London Bridge

TUESDAY, Nov. 13, 1883.

Adams, Edwin, Felling Gate, nr Felling, Durham, Barman. Nov 26 at 11 at office of Young, Collingwood st, Newcastle
Allman, Joseph, Crewe, Chester, Provision Dealer. Dec 5 at 3 at office of Cook, Temple chbrs, Oak st, Crewe
Anstee, Henry, Hulme, Lancaster, Grocer. Nov 29 at 3 at office of Grundy and Co, Booth st, Manchester
Ayre, Walter John, Kingston upon Hull, Painter. Nov 29 at 2 at office of Carlill and Crawshaw, Parliament st, Hull
Baines, Thomas, Gt Castle st, Regent st, Tailor. Nov 29 at 3 at office of Pearce, 27, Chancery lane. Ratcliff, Bishopsgate st Within
Baker, William, Birmingham, Butcher. Nov 26 at 3 at office of Fallows, Cherry st, Birmingham
Barton, Frank, Northampton, Cabinet Maker. Nov 22 at 11 at office of Becke and Green, Derngate, Northampton
Black, Robert, Cleator, Cumberland, Baker. Nov 27 at 2.30 at office of Paitson, Irish st, Whitehaven
Bordley, Thomas, Blackburn, Lancaster, Drysalter. Nov 28 at 11 at Mitre Hotel, Cathedral yard, Manchester. Darley, Blackburn
Brown, James, East India rd, Limehouse, Captain. Nov 20 at 2 at office of Fenton and Phillips, Worship st, Finsbury
Brown, Thomas Lawson, Birkenhead, Chester, Provision Dealer. Nov 27 at 3 at office of Thompson, Hamilton st, Birkenhead
Bubb, Charles, Llangian, Carnarvon, Rabbit Farmer. Nov 28 at 12.30 at office of Woosnam, Bank chbrs, Newtown
Carter, Robert George, Gt Marlow, Buckingham, Builder. Dec 4 at 1 at Railway Hotel, Gt Marlow. Martin and Banks, Queen st, Cheapside
Cobden, Henry, Stoke upon Trent, Stafford, Plumber. Nov 23 at 11 at office of Ashwell, Glebe st, Stoke upon Trent
Cox, Richard James, Forest Hill, Kent, Watchmaker. Nov 24 at 2 at office of Crook and Carill, Fenchurch st
Cullimore, George Edward, Pontnewynydd, Monmouth, Grocer. Nov 26 at 12 at office of Oliver, Albion chbrs, Newport
Culpan, Nathan, Sowerby Bridge, York, Manufacturer. Nov 26 at 11 at office of Rhodes, Commercial Bank chbrs, Halifax
Davies, Edwin, Newtown, Montgomery, County Court Bailiff. Nov 26 at 2 at office of Woosnam, Bank chbrs, Newtown
Dench, George William, Twerton on Avon, Baker. Nov 26 at 12 at office of Wilton, Northumberland bldgs, Queen's sq, Bath
Dixon, Edward James, Lincoln, Outfitter. Nov 26 at 2 at 278, High Holborn. Smith, Newark upon Trent
Dolphin, Edmund, Leyburn, York, Innkeeper. Nov 24 at 3.30 at Fleece Hotel, Richmond. Stewart, Darlington
Drayton, Elizabeth, Ledbury, Hereford, Innkeeper. Nov 26 at 12 at office of Piper, Court house, Ledbury
Ellacott, George, Dalby st, Kentish Town, out of business. Nov 21 at 4 at office of Plater, Southampton bldgs, Chancery lane
Forster, John, Biggen ter, nr Esh, Durham, out of business. Nov 26 at 11 at office of Chambers, Sadler st, Durham
Friend, James, Milkwood row, Camberwell, Greengrocer. Nov 26 at 12 at office of Hudson, Furnival's inn
Galpin, John, and Charles Alexander Galpin, Oxford, Auctioneers. Nov 29 at 11 at 54, Corn Market st, Oxford. Galpin, Oxford
Gunn, John, Rathbury, Northumberland, Painter. Nov 28 at 3 at office of Nicholson, Bridge st, Morpeth
Hammond, Richard, Leeds, Grocer. Nov 23 at 3 at office of Blacklock, Albion st, Leeds
Harrison, George, Manchester, Grocer. Nov 29 at 3 at office of Hankinson, Queen's chbrs, Manchester
Hayes, Sydney Charles, Oxford, Dentist. Nov 28 at 12 at 49, Corn Market st, Oxford
Heard, Henry, Sidney st, Mile end, Butcher. Nov 29 at 12 at office of Newson, Mitre ct, Temple
King, Henry George, Ball's Pond rd, Islington, Druggist. Nov 29 at 3 at office of Fenton and Phillips, Worship st, Finsbury
Lambert, Thomas Peter, Prestwich, nr Manchester, Farmer. Nov 26 at 11 at office of Lawson and Coppock, Mount st, Manchester
Lines, Benjamin Augustus, Water Stratford, Bucks, Farmer. Nov 23 at 11.15 at Park Hotel, Bletchley. Becke and Green, Northampton
Lockley, George Alfred, Barrow in Furness, Jeweller. Nov 26 at 11 at Temperance Hall, Greengate st, Barrow in Furness. Garnett, Barrow in Furness
Loud, William Tabberner, Maxstoke, Warwick, Miller. Nov 25 at 2 at office of Buller and Co, Bennett's hill, Birmingham
Marks, William George, Croydon, Grocer. Nov 23 at 3 at office of Wynne-Baxter and Co, Laurence Pountney hill, Cannon st. Streeter, Croydon
Meakes, William Thomas, Woburn bldgs, Tavistock sq, Baker. Nov 22 at 2 at office of Marshall, Chancery lane
Meredith, Charles Frederick, Boston, Lincoln, Grocer. Nov 23 at 12.30 at Peacock and Royal Hotel, Boston. Wise, Boston
Mills, Frederick Vanderlure, St John's, Kent, Wine Merchant. Nov 30 at 12 at office of Harrison, Bermondsey st
Moss, Samuel, Gloucester, Sawmill Proprietor. Nov 26 at 2.30 at Bell Hotel, Gloucester. Taynton and Sons, Gloucester
Mountain, Charles George, Birmingham, Engineer. Dec 3 at 3 at office of Rowlands and Co, Colmore row, Birmingham
Newill, Thomas, Leicester, Confectioner. Nov 28 at 12 at office of Wright and Co, Belvoir st, Leicester
Payne, Thomas, Birmingham, Baker. Nov 23 at 3 at office of Jaques, Temple row, Birmingham
Pearson, Thomas, Halifax, York, Draper. Nov 26 at 11 at Old Cock Hotel, Southgate, Halifax. Boocock, Halifax
Price, Richard Pursell, Shrewsbury, Auctioneer. Nov 26 at 11 at Law Society, Talbot chbrs, Shrewsbury
Robertson, Henry, Holden terr. Pimlico, Manager to a Wine Merchant. Nov 29 at 2 at office of Sydney, Leadenhall st
Rowell, Matthew, Leadgate st, Durham, Grocer. Nov 22 at 11 at office of Welford, jun, Parliament st, Consett
Sampson, John White, Deptford, Grocer. Nov 22 at 2 at office of Philp, Basinghall st
Smedley, Lindsey, Matlock Bath, Derby, Jeweller. Nov 26 at 12 at office of Potter, All Saints' chbrs, Derby
Smith, William, Uttoxeter, Stafford, Seedsman. Nov 22 at 2 at Midland Hotel, Derby. Wilkins, Uttoxeter
Smith, William Walter, Bury St Edmunds, Glass Merchant. Dec 3 at 12 at Council Chamber, Guildhall, Bury st, Edmunds. Salmon and Son
Stockdale, William, and William Johnson, Carlisle, Plumbers. Nov 28 at 3 at Red Lion Hotel, Carlisle, Errington, Carlisle
Taylor, Albion, Emsworth, Hants, Farmer. Nov 26 at 3 at office of Walker and Wainscot, Emsworth
Tovey, Stephen Thomas, Birmingham, Potato Salesman. Nov 23 at 3 at office of East and Smith, Old sq, Birmingham
Wetten, William James, Bath, Confectioner. Nov 23 at 3 at office of Ricketts, Paragon, Bath
Willard, Edward, and William Morley, Rotherhithe New rd, Sanitary Engineers. Nov 23 at 3 at office of Hicklin and Co, Trinity sq, Southwark
Williamson, Richard Stonehouse, Kingston upon Hull, Grocer. Nov 26 at 3 at office of Moore, Bowlalley lane, Kingston upon Hull
Wood, John, Southbank, nr Middlesborough, York, Tailor. Nov 26 at 11.30 at North Eastern Hotel, Darlington. Ward, Middlesborough

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